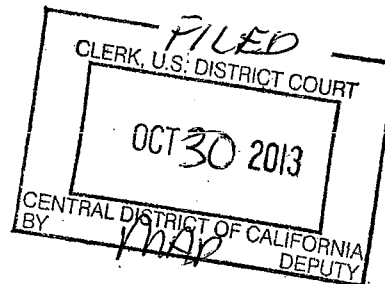


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8 Attorneys for Screen Actors Guild –
 American Federation of Television and
 9 Radio Artists

10 UNITED STATES DISTRICT COURT
 11 CENTRAL DISTRICT OF CALIFORNIA, WESTERN DIVISION
 12

13 BERNADETTE PAULEY, an
 14 individual, on behalf of herself and all
 others similarly situated,

15 Plaintiff,

16 vs.

17 CF ENTERTAINMENT, a California
 18 corporation; COMICS UNLEASHED
 PRODUCTIONS, INC., a California
 19 corporation; ENTERTAINMENT
 STUDIOS, INC., a California
 20 corporation; BYRON ALLEN FOLKS,
 an individual; SCREEN ACTORS
 21 GUILD – AMERICAN FEDERATION
 OF TELEVISION AND RADIO
 22 ARTISTS, a California corporation; and
 DOES 2 through 100 inclusive,

23 Defendants.

CASE NO. CV. 13-08012-RSW
 (JCG)

NOTICE OF REMOVAL

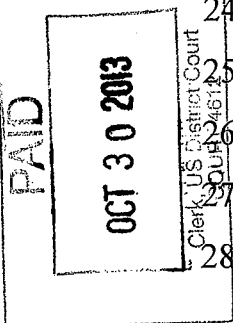
24 TO THE CLERK OF THE UNITED STATES DISTRICT COURT FOR THE
 25 CENTRAL DISTRICT OF CALIFORNIA:

26 Defendant Screen Actors Guild – American Federation of Television and
 27 Radio Artists (“SAG-AFTRA” or “Defendant”) gives notice of the removal of this
 28

449987.1 11840-23014

Notice of Removal

BUSH GOTTLIEB SINGER LÓPEZ KOHANSKI ADELSTEIN & DICKINSON
 500 North Central Avenue, Suite 800
 Glendale, California 91203-3345



1 action from the Superior Court of the State of California for the County of Los
2 Angeles, pursuant to 28 U.S.C. § 1446. Defendant alleges as follows:

3 1. The jurisdiction of this court is invoked pursuant to 28 U.S.C. Sections
4 1331 and 1441.

5 2. On or about October 1, 2013, Plaintiff Bernadette Pauley (“Plaintiff”)
6 filed a Second Amended Complaint in the above-captioned matter in the Superior
7 Court of the State of California for the County of Los Angeles, Case Number
8 BC498021. A true and correct copy of the Second Amended Complaint, Summons,
9 and Minutes of Telephonic Conference are attached hereto and incorporated by
10 reference as Exhibit A. All other documents filed with the Superior Court are
11 attached hereto and incorporated by reference as Exhibit B, with the exception of the
12 following which are listed on the Superior Court’s docket but are unavailable:

- 13 a. CCP 170.6 Application filed by Plaintiff filed December 28,
14 2012;
- 15 b. Initial Status Conference Order filed February 28, 2013;
- 16 c. Proofs of Service/Summons regarding Comics Unleashed
17 Productions, Inc., CF Entertainment, and Entertainment Studios,
18 Inc., all filed March 19, 2013;
- 19 d. Return of Service of Summons and Complaint and Proof-
20 Service/Summons filed March 27, 2013; and,
- 21 e. Joint Statement re: Motion to Compel Arbitration Hearing
22 Continued and Motion for Leave to Amend Hearing and Proof of
23 Service of same filed September 23, 2013.

24 3. Defendant SAG-AFTRA was served with the Second Amended
25 Complaint, Summons, and Minutes of Telephonic Conference on or about October
26 3, 2013. Defendant SAG-AFTRA was not served with any other documents in this
27 case.
28

1 4. Plaintiff in her Second Amended Complaint alleges that she was a
2 member of the American Federation of Television and Radio Artists (“AFTRA”), a
3 predecessor of SAG-AFTRA, and an employee of CF Entertainment, Entertainment
4 Studios, Inc., Comics Unleashed Productions, Inc., and Byron Allen Folks
5 (collectively, the “Employer Defendants”). Plaintiff alleges that the Employer
6 Defendants were alter egos and joint employers of Plaintiff. Defendant SAG-
7 AFTRA is informed and believed and thereon alleges that at least one of the
8 Employer Defendants was a signatory to a collective bargaining agreement with
9 AFTRA (the “CBA”).

10 5. AFTRA was the exclusive bargaining representative for employees
11 within the bargaining unit whose terms and conditions of employment are governed
12 by the CBA. The relationships among the collective bargaining parties and member
13 employees, and the duties, if any, owed by SAG-AFTRA to the employees it
14 represents for contract administration purposes, are governed in the United States by
15 the National Labor Relations Act, 29 U.S.C. § 141, *et seq.*, and the collective
16 bargaining agreement.

17 6. This action against SAG-AFTRA arises under the federally established
18 duty of fair representation and federal labor law, and therefore may be removed to
19 this Court.

20 7. Specifically, Plaintiff claims that the union breached its duty of fair
21 representation in the handling of a grievance concerning the right of Plaintiff to
22 certain payments allegedly owed to them by the Employer Defendants under the
23 CBA. (Second Amended Complaint ¶ 1, page 2, lines 15–21; ¶ 2, page 2, lines 25–
24 26; ¶¶ 80–81, page 15, lines 10–20.) This claim is removable because it is a claim
25 over which this Court may exercise original jurisdiction within the meaning of 28
26 U.S.C. § 1441(a). *See, e.g., Stallcop v. Kaiser Found. Hosps.*, 820 F.2d 1044, 1047–
27 48 (9th Cir. 1987); *Madison v. Painters Local 729*, 132 F. Supp. 2d 1244, 1258–59
28 (C.D. Cal. 2000); *BIW Deceived v. Local S6, Industrial Union of Marine and*

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1 *Shipbuilding Workers of America*, 132 F.3d 824, 831 (1st Cir. 1997); *Richardson v.*
2 *Steelworkers*, 864 F.2d 1162, 1169 (5th Cir. 1989). *See also United Steelworkers v.*
3 *Rawson*, 495 U.S. 362, 368 (1990); *Hardine v. Office & Prof'l Employees Int'l*
4 *Union*, 475 Fed. App'x 103, 106 (9th Cir. 2012) (Bea, J., concurring).

5 8. Thus, this Court has original jurisdiction over this action pursuant to 28
6 U.S.C. § 1331 and the action is removable to this Court pursuant to 28 U.S.C.
7 § 1441(a).

8 9. This Notice of Removal is timely in that it is filed within 30 days of the
9 first receipt of a copy of the Second Amended Complaint by Defendant SAG-
10 AFTRA. *See* 28 U.S.C. § 1446(b)(3).

11 10. All other defendants who have been served with Summons and
12 Complaint join in this Notice of Removal.

13 DATED: October 29, 2013

ROBERT A. BUSH
IRA L. GOTTLIEB
JASON WOJCIECHOWSKI
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14
15
16
17
18
19 By: 

IRA L. GOTTLIEB

Attorneys for Screen Actors Guild – American
Federation of Television and Radio Artists

EXHIBIT A

CONFIRMED COPY
OF ORIGINAL FILED
Los Angeles Superior Court

OCT 31 2013

Sherri R. Carter, Executive Officer/Clerk
By: Tanaya Lewis, Deputy

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Attorneys for Plaintiff, Bernadette Pauley, on behalf of herself
and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BERNADETTE PAULEY, an individual,
on behalf of herself and all others
similarly situated,

Plaintiffs,

vs.

CF ENTERTAINMENT, a California
corporation; **COMICS UNLEASHED**
PRODUCTIONS, INC., a California
corporation; **ENTERTAINMENT**
STUDIOS, INC., a California
corporation; **BYRON ALLEN FOLKS**,
an individual; **SCREEN ACTORS**
GUILD - AMERICAN FEDERATION
OF TELEVISION AND RADIO
ARTISTS, a California corporation; and
DOES 2 through 100 inclusive,

Defendants.

Case No. BC498021

[Assigned to Hon. Kenneth Freeman]

CLASS ACTION

BY FAX

SECOND AMENDED COMPLAINT FOR:

1. Breach of Contract
2. Failure to Indemnify Employees for Necessary Expenditures
3. Failure to Provide Accurate Itemized Statements to Employees
4. Failure to Pay All Wages Due
5. Unfair Business Practices
6. Fraud and Intentional Deceit
7. Fraud by Concealment
8. Negligent Misrepresentation
9. Breach of Duty of Fair Representation

REPRESENTATIVE ACTION

10. Representative Action for Civil Penalties

DEMAND FOR JURY TRIAL

1 Plaintiff Bernadette Pauley, on behalf of herself and all others similarly situated,
 2 hereby submits the following class action complaint. Upon personal knowledge as to her
 3 own acts and status, and upon information and belief as to all other matters, Plaintiff alleges
 4 as follows:

5 **NATURE OF THE ACTION**

6 1. Plaintiff and several hundred other actors and comedians worked for Defendants
 7 Comics Unleashed Productions, Inc., Entertainment Studios, Inc., CF Entertainment, and
 8 Byron Allen Folks (collectively "Defendants") on the syndicated television show Comics
 9 Unleashed in approximately April 2007 pursuant to a standardized union engagement
 10 contract providing each actor with residual payments for subsequent airings of each episode.
 11 While working on the show, Plaintiff and putative class members were subjected to repeated
 12 violations of the California Labor Code. Subsequent to its production, the show Comics
 13 Unleashed went on to become tremendously successful catapulting its creator Byron Allen
 14 Folks to celebrity status. Standing on the shoulders of the shows' success, Defendant Byron
 15 Allen Folks and his affiliate corporate entities have become the largest independent
 16 producer/distributor of first-run syndicated television programming for broadcast television
 17 stations. To date, Plaintiff and putative class members have not been paid for residual
 18 payments as required by their engagement contracts, despite repeatedly complaining to
 19 Defendants CF Entertainment, Comics Unleashed Productions, Inc., Entertainment Studios,
 20 Inc., and Byron Allen Folks. Moreover Plaintiff and putative class members routinely
 21 informed their union the Screen Actors Guild – American Federation of Television and Radio
 22 Artists of their failure to receive residual payments. Despite being aware of the merits of
 23 Plaintiff's and putative class members' grievances, Plaintiff's union arbitrary failed to
 24 process its member's grievances in a timely and reasonable manner.

25 2. Plaintiff brings this lawsuit, on behalf of herself and all other similarly situated
 26 individuals, alleging claims for breach of contract, failure to indemnify for necessary
 27 expenditures, failure to provide itemized statements, failure to pay all wages due, unfair
 28 business practices, fraud and intentional deceit, fraud by concealment, negligent
 misrepresentation, breach of duty of fair representation, unfair business practices, and a
 representative action for civil penalties.

///

JURISDICTION AND VENUE

3. This Court has personal jurisdiction over Defendants because they are residents of and/or doing business in the State of California. Venue is proper because most of Defendants' wrongful acts and omissions occurred in the County of Los Angeles.

PLAINTIFF

4. Plaintiff, Bernadette Pauley (hereafter sometimes referred to as "Pauley") is a female resident of the State of California. At all relevant times herein, Pauley was employed by Defendants CF Entertainment, Entertainment Studios, Inc., Comics Unleashed Productions, Inc., and Byron Allen Folks. Additionally, at all relevant times Plaintiff Pauley was a member of the American Federation of Radio and Television Artists which would later merge to become Defendant Screen Actors Guild – American Federation of Television and Radio Artists.

5. Class Plaintiffs are actors and comedians who worked for Defendants and their affiliates on the show Comics Unleashed pursuant to a contract granting residual payments from April 2007, and continuing while this action is pending (the "class period"). Plaintiff reserves the right to name additional class representatives.

DEFENDANTS

6. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that CF Entertainment is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that CF Entertainment is authorized to conduct business, and does conduct business, in the State of California.

7. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that Entertainment Studios, Inc. (hereafter "Entertainment Studios") is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that Entertainment Studios is authorized to conduct business in the State of California, and does conduct business, in the State of California.

8. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that Comics Unleashed Productions, Inc. (hereafter "Comics Unleashed Productions") is and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon

1 alleges, that Comics Unleashed Productions is authorized to conduct business, and does
2 conduct business, in the State of California.

3 9. Plaintiff is informed and believes, and based upon such information and belief,
4 alleges that Defendant Byron Allen Folks (hereafter "Folks") is an individual and resident of
5 the State of California. At all relevant times herein, Mr. Folks was the owner, founder,
6 managing agent, and officer of Defendants CF Entertainment, Entertainment Studios, and
7 Comics Unleashed Productions. At all relevant times, Folks either directly or indirectly
8 employed or exercised control over the wages, hours, and working conditions of Plaintiff and
9 putative class members.

10 10. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon
11 alleges that the Screen Actors Guild – American Federation of Television and Radio Artists
12 (hereafter "AFTRA") is, and at all times relevant hereto was, a corporation whose principal
13 place of business is in CA. Plaintiff is further informed and believes, and thereon alleges,
14 that AFTRA is authorized to conduct business in the State of California. Additionally, at all
15 relevant times AFTRA was the union for Plaintiff and putative class members.

16 11. Upon information and belief, Defendants CF Entertainment, Comics
17 Unleashed Productions, Entertainment Studios, Folks, and Does 1-100 improperly dominated
18 and disregarded the separate corporate forms of one another, commingling funds and other
19 assets; failing to separate the corporate funds; diverting the corporate funds or assets to
20 unauthorized non corporate uses; treating the corporate assets as their own; failing to obtain
21 authority to issue stock; holding out to third parties that they might be personally liable for
22 debts of one another; failing to maintain adequate corporate records and minutes; maintaining
23 sole ownership or a majority of the stock of one another; hiring employees for both personal
24 and corporate uses; failing to adequately capitalize one another; using one another as a mere
25 shell, instrumentality, or conduit for a single venture; concealing and misrepresenting the
26 identity of the responsible ownership and financial interest; disregarding legal formalities and
27 failing to keep an arm's length relationship among related entities; using one another to
28 procure labor, services or merchandise for another person or entity; diverting corporate assets
to another person or entity; contracting with another with the intent to use one another as a
shield to personal liability; using one another as a subterfuge for illegal activities; and using
one another to transfer existing personal liability of another person or entity.

12. The true names and capacities of Defendants Does 1 through 100, inclusive, are unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious names. Plaintiff is informed and believes, and thereon alleges, that each Defendant designated as a Doe is highly responsible in some manner for the events and happenings referred to herein, and legally cause the injuries and damages alleged in this Complaint. Plaintiff will seek leave of the court to amend this Complaint to allege their true names and capacities when ascertained. Defendants CF Entertainment, Entertainment Studios, Comics Unleashed Productions, Inc. and Byron Allen Folks were the alter ego of each other and/or engaged in an integrated enterprise with each other. Additionally, all of the Defendants were joint employers of Plaintiff and putative class members.

13. Plaintiff is informed and believes and thereon alleges, that each and every Defendant was the authorized agent, principal, partner, joint venturer, and guarantor, actual or ostensible, of the other Defendants and had full authority to do as alleged herein, unless alleged otherwise. Furthermore, each and every Defendant was operating within the course and scope of their agency, actual or ostensible, or as principal, partner, joint venturer, and guarantor, with the other Defendants during the course of events described herein unless alleged otherwise.

14. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff and putative class members have suffered and continue to suffer from loss of earnings in amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this Court.

STATEMENT OF FACTS

15. Plaintiff, Bernadette Pauley is an actress and comedian who was hired to work on the episodic television show Comics Unleashed on or about April 2007. The show was produced by Comics Unleashed Productions, Inc. the alter-ego, integrated enterprise, and subsidiary of Defendants CF Entertainment, Entertainment Studios, and Byron Allen Folks.

16. Comics Unleashed was an episodic television show with a cast of several hundred actors and comedians.

17. Plaintiff and putative class members signed standardized AFTRA engagement contracts entitling them to immediate monetary compensation and contingent residual payments for subsequent airings of each episode. In exchange, Plaintiff and putative class members agreed to perform on the show.

1 18. In the course of their employment, Plaintiff and putative class members incurred
2 necessary expenditures in the discharge of their duties. In some instances these expenditures
3 included but were not limited to the cost of air travel, hotel accommodations, car rentals,
4 wardrobe expenses, and gas required to travel to and from locations. To date, Defendants
5 have failed to indemnify Plaintiff and putative class members for these necessary
6 expenditures.

7 19. Subsequent to the taping of *Comics Unleashed*, the show went on to have
8 tremendous success airing repeatedly on major television networks in both foreign and
9 domestic markets, where it continues to air to this day. Additionally, the show has aired and
10 continues to be made available on a variety of digital media outlets including but not limited
11 to Netflix, Verizon Fios, itunes, the digital subscription service SmartTV.com, as well as paid
12 youtube channels and digital networks owned by Defendants. Standing on the shoulders of
13 the shows' achievement, Defendant Byron Allen Folks and his affiliate corporate entities
14 have been catapulted to celebrity status and enjoyed great success. Such achievements were
15 recently profiled on the television show *The Insider*. Using his earnings from the show
16 *Comics Unleashed*, Mr. Folks recently purchased a home in Beverly Hills, California valued
17 at approximately seventeen million dollars.

18 20. On numerous occasions Plaintiff and putative class members have reached out to
19 Defendants CF Entertainment, Entertainment Studios, *Comics Unleashed Productions, Inc.*
20 and Byron Allen Folks in an effort to recover their residual payments. However, these
21 inquiries were met with delay and evasion.

22 21. In addition, between April 2007 and the present, Plaintiff and putative class
23 members emailed, called, and corresponded with AFTRA representatives countless number
24 of times to inform them of their grievances.

25 22. Some union representatives stated they would inquire with Defendants as to the
26 status of these residual payments, only to ultimately ignore and evade follow up messages
27 from Plaintiff and putative class members.

28 23. Other representatives acknowledged that Defendants CF Entertainment, *Comics
Unleashed Productions*, Byron Allen Folks, and Entertainment Studios owed Plaintiff and
putative class members compensation but insisted that such Defendants were being
uncooperative as if there was no other recourse or grievance procedure that could be initiated.

1 24. One performer who worked on the show Comics Unleashed was told by a senior
2 AFTRA representative that Defendants paid residuals for Comics Unleashed pursuant to an
3 "honor system."

4 25. Some performers were told that checks would come in the mail, but ultimately
5 were left unsatisfied when these checks failed to arrive.

6 26. On numerous occasions Plaintiff and putative class members expressed their
7 frustration with AFTRA's failure to respond and process their grievances, yet no action was
8 taken.

9 27. Perhaps most egregious is that AFTRA representatives suggested to Plaintiff and
10 class members that they may not be owed residuals, despite the fact that internal emails and
11 documents produced by AFTRA reveal that AFTRA was aware that episodes were airing
12 regularly all over the country, that AFTRA had knowledge that nearly all of the performers
13 had not been paid residuals, and that Defendants were ignoring AFTRA inquiries.

14 28. Ultimately, Plaintiff was forced to initiate the current litigation in order to receive
15 her lawfully entitled compensation, and mitigate any prejudice that may have resulted by
16 AFTRA's failure to file a grievance within the time period prescribed in the applicable
17 collective bargaining agreement.

18 29. Moreover, Plaintiff is informed and believes that Defendants CF Entertainment,
19 Comics Unleashed Productions, Entertainment Studios, and Byron Allen Folks have engaged
20 in a pervasive, deceptive, and fraudulent practice of misrepresenting, including but not
21 limited to, the number of episodes in existence for Comics Unleashed and the number of
22 times each episode has aired, downloaded, played, re-played, and/or been distributed, in
23 addition to other facts, in an effort to reduce the amount of payments, including but not
24 limited to residual payments, owed to Plaintiff and putative class members. To date, Plaintiff
25 and putative class members have not been paid their residual fees as required under their
26 contract, despite the fact that Comics Unleashed continues to enjoy widespread circulation on
27 various networks and distribution channels. Defendants CF Entertainment, Comics
28 Unleashed Productions, Entertainment Studios, and Byron Allen Folks continue to profit
from the show's enormous success.

INJURIES TO PLAINTIFF

30. As a direct and proximate result of the foregoing unlawful and malicious acts of
Defendants, Plaintiff and putative class members have suffered monetary damage, past lost

1 profits, future lost profits, loss of prejudgment interest, consequential damages, unpaid
 2 wages, unreimbursed expenses, and unpaid residual payments.

3 CLASS ACTION ALLEGATIONS

4 31. This action is appropriately suited for a Class Action because:

- 5 a. The potential class is a significant number. Plaintiff is informed and
 6 believes that the class includes several hundred actors and comedians who
 7 performed on the show Comics Unleashed. Joinder of all putative class
 8 members individually would be impractical.
- 9 b. This action involves common questions of law and fact to the potential
 10 class because the action centers on contracts using standardized language
 11 entitling Plaintiff and putative class members to residual payments.
 12 Moreover, this action focuses on Defendants' systematic course of illegal
 13 employment practices and policies, which was applied to all putative class
 14 members in violation of state common law, the California Labor Code, and
 15 the California Business and Professions Code.
- 16 c. The claims of named Plaintiff are typical of the class because Defendants
 17 subjected all putative class members to identical contractual violations, as
 18 well as violations of the California Labor Code and Business and
 19 Professions Code.
- 20 d. The named Plaintiff is able to fairly and adequately protect the interests of
 21 all members of the class because it is in their best interest to prosecute the
 22 claims alleged herein to obtain full compensation due to them. Moreover,
 23 named Plaintiff's counsel will fairly and adequately represent the named
 24 Plaintiff and the class.

25 Class Action Complaint

26 FIRST CAUSE OF ACTION

27 Breach of Contract

28 (Plaintiff and Class Members against CF Entertainment, Comics Unleashed
 Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)

32. Plaintiff incorporates herein by specific reference as though fully set forth the
 allegations in paragraphs 1 through 31.

1 33. Plaintiff and class members entered into standardized union engagement
2 contracts with Defendants where Plaintiff would work on the show Comics Unleashed and
3 in exchange Defendants would, in addition to other things, pay Plaintiff an upfront monetary
4 cost and provide Plaintiff and class members with a residual payment for each episode that
subsequently aired.

5 34. Plaintiff and putative class members did all or substantially all of the things
6 that were required of them under their contracts.

7 35. All conditions required by the contract for Defendants' performance had either
8 occurred or been excused.

9 36. Despite repeated attempts on the part of Plaintiff to inquire as to the status of
10 residual payments, Defendants have failed to properly pay Plaintiff and putative class
11 members residual payments for subsequent airings as required under the contract. Moreover,
12 Defendants have acted in bad faith either misrepresenting to Plaintiff the status of their
13 payments, failing to return Plaintiff's phone calls, and at times lying to Plaintiff and putative
14 class members as to when their payments would be received. Such conduct unfairly
interfered with Plaintiff's right to receive the benefits of the contract.

15 37. The amount of money due to Plaintiff from Defendants is unknown and cannot
16 be ascertained without an accounting from Defendants off all subsequent airings of the
television show Comics Unleashed.

17 38. As a result of Defendants' breach of contract and breach of the implied
18 covenant of good faith and fair dealing, Plaintiff and putative class members have suffered
19 monetary damage, consequential damage, past lost profits, future damage, and harm subject
20 to proof at trial. Plaintiff and putative class members seek prejudgment interest, and
21 reasonable attorneys' fees.

22 **SECOND CAUSE OF ACTION**

23 **Failure to Indemnify Employees for Necessary Expenditures**

24 **[Cal. Labor Code § 2802]**

25 **(Plaintiff and Class Members against CF Entertainment, Comics Unleashed**
26 **Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)**

27 39. Plaintiff incorporates herein by specific reference as though fully set forth the
28 allegations in paragraphs 1 through 38.

1 40. Labor Code § 2802(a) requires an employer to indemnify an employee for all
2 necessary expenditures or losses incurred by the employee in direct consequence of the
3 discharge of his or her duties, or of his or her obedience to the directions of the employer.

4 41. During the class period, Defendants have knowingly and willfully failed to
5 indemnify Plaintiff and class members for all business expenses and/or losses incurred in
6 direct consequence of the discharge of their duties while working under the direction of
7 Defendants.

8 42. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff
9 and class members have been damaged in an amount according to proof at trial, and seek
10 reimbursement of all necessary expenditures, plus interest thereon pursuant to Labor Code §
11 2802(b). Additionally, class members are entitled to all available statutory penalties and an
12 award of costs, expenses, and reasonable attorneys' fees, including those provided in Labor
13 Code § 2802(c), as well as all other available remedies.

14 **THIRD CAUSE OF ACTION**

15 **Failure to Provide Accurate Itemized Statements to Employees**

16 **[Cal. Labor Code §§ 226; and 226.3]**

17 **(Plaintiff and Class Members against CF Entertainment, Comics Unleashed**
18 **Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through**
19 **100)**

20 43. Plaintiff incorporates herein by specific reference as though fully set forth the
21 allegations in paragraphs 1 through 42.

22 44. During the class period, as part of their illegal payroll policies and practices to
23 deprive their non-exempt employees all wages earned and due, Defendants knowingly and
24 intentionally failed to provide their non-exempt employees with accurate wage statements as
25 required by Labor Code § 226.

26 45. As a proximate result of Defendants unlawful actions and omissions, Plaintiff
27 and putative class members have been damaged in an amount according to proof at trial, and
28 seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and putative
class members are entitled to all available statutory penalties, including but not limited to
civil penalties pursuant to Labor Code §§ 226.3, and an award of costs, expenses, and
reasonable attorneys' fees, including those provided in Labor Code § 226(e), as well as all
other available remedies.

FOURTH CAUSE OF ACTION

Failure to Pay All Wages Due

[Cal. Labor Code §§ 201, 202, 203]

(Plaintiff and Class Members against CF Entertainment, Comics Unleashed Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)

46. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 45.

47. Pursuant to California Labor Code §§ 201, 202, and 203, upon former employee Plaintiff's respective dates of discharge or quitting, Defendants were required to pay Plaintiff all earned wages. Pursuant to California § 202, Defendants were required to pay all wages due to a quitting employee who did not provide 72-hour notice no later than 72 hours after an employee quits his or her employment. At the time of former employee Plaintiff's respective termination and quitting dates, former employee Plaintiff had unpaid wages. In violation of Labor Code §§ 201, 202 and 203, Defendants failed to pay former employee Plaintiff any of the amount of wages due and owing her, in amounts to be proven at the time of trial, but in excess of the jurisdiction of this Court.

48. Defendants' failure to pay former employee Plaintiff and putative class members the respective wages due and owing them was willful, as Defendants were apprised of the wages due, and a demand was made for payment of all wages due.

49. Defendants' failure to pay former employee Plaintiff and putative class members all wages due was done with the wrongful and deliberate intention of injuring Plaintiff and putative class members, from improper motives amounting to malice, and in conscious disregard of Plaintiff's rights.

50. Defendants' willful failure to pay Plaintiff and putative class members the wages due and owing each of them constitutes violations of Labor Code §§ 201, 202 and 203, which provides that an employee's wages will continue as a penalty for up to thirty (30) days from the time the wages were due. Therefore, Plaintiff is entitled to penalties, attorneys' fees, expenses and costs incurred in this action.

FIFTH CAUSE OF ACTION

Unfair Business Practices

[California Business and Professions Code §§ 17200-17208]

(Plaintiff and Class Members against all Defendants, and Does 2 through 100)

51. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 50.

52. By violating the foregoing statutes and regulations, breaching Plaintiff's and putative class members' contracts, and engaging in the aforementioned conduct, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, et seq.

53. Defendants' violations of California contract and employment laws constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and putative class members.

54. Plaintiff and putative class members request restitution of all monies to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

SIXTH CAUSE OF ACTION

Fraud and Intentional Deceit

(Plaintiff and Class Members against CF Entertainment, Comics Unleashed Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)

55. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 54.

56. Plaintiff is informed and believes that Defendants CF Entertainment, Comics Unleashed Productions, Entertainment Studios, and Byron Allen Folks have engaged in pervasive, deceptive, and fraudulent practices of affirmatively misrepresenting, including but not limited to, the number of episodes in existence for Comics Unleashed and the number of times each episode has aired, downloaded, played, re-played, and/or been distributed, in addition to other facts, in an effort to reduce the amount of payments, including but not limited to residual payments, owed to Plaintiff and putative class members.

57. These misrepresentations were made by officers and/or directors or they were authorized and/or ratified by officers and/or directors of Defendants.

58. Such misrepresentations were false and of a material nature.

1 59. Defendants made these misrepresentations with knowledge of their falsity or
2 recklessly and without regard for their truth, with the intent that Plaintiff and putative class
3 members would rely on these misrepresentation.

4 60. Plaintiff and putative class members reasonably relied on these
5 misrepresentations and their reliance was a substantial factor in causing Plaintiff and
6 putative class members harm.

7 61. As a proximate cause of Defendants misrepresentations, Plaintiff and putative
8 class members have suffered monetary damage, consequential damage, past lost profits,
9 future damage, lost wages, unreimbursed expenses, unpaid residual payments, and harm
10 subject to proof at trial. Plaintiff and putative class members seek prejudgment interest,
11 punitive damages, and reasonable attorneys' fees.

12 **SEVENTH CAUSE OF ACTION**

13 **Fraud by Concealment**

14 **(Plaintiff and Class Members against CF Entertainment, Comics Unleashed**
15 **Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)**

16 62. Plaintiff incorporate herein by specific reference as though fully set forth the
17 allegations in paragraphs 1 through 61.

18 63. Plaintiff are informed an believe that Defendants CF Entertainment, Comics
19 Unleashed Productions, Entertainment Studios, and Byron Allen Folks intentionally failed
20 to disclose the number of episodes in existence for Comics Unleashed and the number of
21 times each episode has aired, downloaded, played, replayed, and/or been distributed, in
22 addition to other facts which were concealed in an effort to reduce the amount of payments,
23 including but not limited to residual payments, owed to Plaintiffs and putative class
24 members.

25 64. These facts were known only to Defendants, and Plaintiff and putative class
26 members could not have discovered them.

27 65. Plaintiff and putative class members did not know of these concealed facts.

28 66. Defendants intended to deceive Plaintiff and putative class members by
concealing these facts.

 67. Such fraudulent concealments were made by officers and/or directors or they
were authorized and/or ratified by officers and/or directors of Defendants.

69. As a proximate cause of Defendants misrepresentations, Plaintiff and putative class members have suffered monetary damage, consequential damage, past lost profits, future damage, lost wages, unreimbursed expenses, unpaid residual payments, and harm subject to proof at trial. Plaintiff and putative class members seek prejudgment interest, punitive damages, and reasonable attorneys' fees

EIGHTH CAUSE OF ACTION

Negligent Misrepresentation

(Plaintiff and Class Members against CF Entertainment, Comics Unleashed Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)

70. Plaintiff incorporate herein by specific reference as though fully set forth the
allegations in paragraphs 1 through 69.

71. Plaintiff are informed and believe that Defendants CF Entertainment, Comics Unleashed Productions, Entertainment Studios, and Byron Allen Folks have engaged in pervasive, deceptive, and fraudulent practices of affirmatively misrepresenting, including but not limited to, the number of episodes in existence for Comics Unleashed and the number of times each episode has aired, downloaded, played, re-played, and/or been distributed, in addition to other facts, in an effort to reduce the amount of payments, including but not limited to residual payments, owed to Plaintiff and putative class members.

72. These misrepresentations were made by officers and/or directors or they were authorized and/or ratified by officers and/or directors of Defendants.

73. Such misrepresentations were false and of a material nature.

74. Although Defendants may have known or honestly believed that such representations were true, Defendants had no reasonable grounds for believing such representations were true when they were made.

75. Defendants made these misrepresentations with the intent that Plaintiff and putative class members would rely on these misrepresentations.

76. Plaintiff and putative class members reasonably relied on these misrepresentations and their reliance was a substantial factor in causing Plaintiff and putative class members harm.

1 77. As a proximate cause of Defendants misrepresentations, Plaintiff and putative
2 class members have suffered monetary damage, consequential damage, past lost profits,
3 future damage, lost wages, unreimbursed expenses, unpaid residual payments, and harm
4 subject to proof at trial. Plaintiff and putative class members seek prejudgment interest,
5 punitive damages, and reasonable attorneys' fees.

6 **NINTH CAUSE OF ACTION**

7 **Breach of Duty of Fair Representation/Failure to Adequately Represent** 8 **(Plaintiff and Class Members against AFTRA, and Does 2 through 100)**

9 78. Plaintiff incorporate herein by specific reference as though fully set forth the
10 allegations in paragraphs 1 through 77.

11 79. AFTRA owed Plaintiff and putative class members a duty of fair representation.

12 80. AFTRA breached its duty to fairly represent Plaintiff and putative class
13 members by arbitrarily and/or in bad faith ignoring a meritorious grievance or processing it
14 in a perfunctory fashion. Plaintiff and putative class members informed AFTRA of their
15 meritorious grievance. Acting arbitrarily and/or in bad faith AFTRA failed to process the
16 grievance in a timely manner, thereby allowing portions of the time limit mandated by the
17 applicable collective bargaining agreement to expire and ultimately prejudicing Plaintiff and
18 putative class members.

19 81. As a result of AFTRA's breach, Plaintiff and putative class members have
20 suffered harm in the form of monetary damages, compensatory damages, past lost profits,
21 future damages, unpaid wages, unreimbursed expenses, unpaid residual payments, and harm
22 subject to proof at trial. Plaintiff and putative class members seek prejudgment interest,
23 punitive damages, and reasonable attorneys' fees.

24 **REPRESENTATIVE ACTION**

25 **TENTH CAUSE OF ACTION**

26 **Representative Action for Civil Penalties** 27 **(California Labor Code §§ 2698-2699.5)**

28 **(Plaintiff and Aggrieved Employees against CF Entertainment, Comics Unleashed
Productions, Entertainment Studios, Inc., Byron Allen Folks, and Does 2 through 100)**

82. Plaintiff incorporate herein by specific reference as though fully set forth the
allegations in paragraphs 1 through 81 with exception to the allegations concerning class
action designation, paragraph 31 (A-D).

1 83. Pursuant to California Labor Code sections 2698-2699.5, Plaintiff is entitled to
 2 collect civil penalties from Defendants in a representative action for the California Labor
 3 Code violations set forth above. Plaintiffs are aggrieved employees and seek to collect civil
 4 penalties on behalf of the State of California for Defendants violations of California Labor
 5 Code including, but not limited to, sections 201, 202, 203, 221, 226, 226.7, 227.3, 512, 558,
 6 1174, 1194, 1197, 1197.1 and 2802, which include, but are not limited to, penalties under
 Labor Code sections 2699, 210, 225.5, 226.3, 558, 1174.5 and 1197.1.

7 84. Plaintiff has given written notice by certified mail to the Labor and Workforce
 8 Development Agency of the specific Labor Code provisions alleged to have been violated,
 9 including the facts and theories to support the alleged violations.

10 85. Plaintiff has complied with the requirements set forth in California Labor Code
 11 section 2699.3.

12 **WHEREFORE**, Plaintiff, on behalf of herself and all others similarly situated, respectfully
 13 pray for relief against Defendants as follows:

- 14 a. For certification of the action as a class action on behalf of the proposed class and
 15 subclasses;
- 16 b. For an order appointing Plaintiff as class and subclass representative, and Plaintiff's
 17 counsel as counsel for the class and subclasses;
- 18 c. For compensatory damages;
- 19 d. For consequential damages, past lost profits, and future lost profits;
- 20 e. For punitive damages;
- 21 f. For preliminary and permanent injunction enjoining Defendant AFTRA from failing
 22 to process grievances in a timely manner and to release all sums due to class members
 held by AFTRA;
- 23 g. For unpaid wages, residuals payments, and damages stemming from AFTRA's failure
 24 to process Plaintiff and putative class members' grievances in a timely manner.
- 25 h. For back wages, reimbursement, and/or restitution of all monies due to Plaintiff and
 26 disgorged profits from the unlawful business practices of Defendants;
- 27 i. For actual and statutory damages and/or penalties pursuant to Labor Code § 226(e);
- 28 j. For all penalties authorized under Labor Code § 2699;

- 1 k. For a preliminary and permanent injunction enjoining Defendants from violating the
2 relevant provisions of the Labor Code and common law causes of action, and
3 requiring Defendants to cease and desist from engaging in the unlawful acts and
4 unlawful business practices complained of herein;
5 l. For waiting time penalties pursuant to Labor Code § 203;
6 m. For statutory penalties according to proof;
7 n. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§ 218.6,
8 2802, California Civil Code §§ 3278, 3288, and/or any other applicable provision
9 providing for pre-judgment interest;
10 o. For reasonable attorney's fees and costs including but not limited to those provided by
11 Labor Code §§ 2699, 2802, 226(e), Civil Code § 1021.5, and any other applicable
12 provision providing for attorney's fees and costs.
13 p. For declaratory judgment;
14 q. For such other and further relief that the Court may deem just and proper.

15 DATED: September 30, 2013

Respectfully submitted,

LAW OFFICES OF MATTHEW J. MATERN

By: 

Matthew J. Matern
Tagore O. Subramaniam
Attorneys for Plaintiff,
Bernadette Pauley and Thomas Clarke, on
behalf of themselves and all others similarly
situated.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demands a jury trial with respect to all issues triable of right by jury.

DATED: September 30, 2013

Respectfully submitted,

~~LAW OFFICES OF MATTHEW J. MATERN~~

By

Matthew J. Matern
Tagore O. Subramaniam
Attorneys for Plaintiff,
Bernadette Pauley and Thomas Clarke, on
behalf of themselves and all others similarly
situated.

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 3655 Torrance Boulevard, Suite 315, Torrance, California 90503.

On October 1, 2013, I served the document described as:

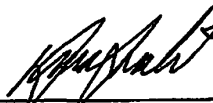
SECOND AMENDED COMPLAINT

By electronic service (via electronic filing service provider) – electronically transmitting the documents listed above to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic in the matter of *Bernadette Pauley v. CF Entertainment, et al.*, LASC Case No. BC498021 mandating electronic service. The transmission(s) was reported as complete and without error to the addresses as stated on the attached service list.

Ivy Kagan Bierman, Esq. Email: ibierman@loeb.com Ramon Ramirez, Esq. Email: rramirez@loeb.com LOEB & LOEB LLP 10100 Santa Monica Boulevard, Suite 2200 Los Angeles, California 90067 Telephone: 310.282.2000 Facsimile: 310.282.2200	Attorneys for Defendants CF ENTERTAINMENT; COMICS UNLEASHED PRODUCTIONS, INC.; ENTERTAINMENT STUDIOS, INC.; and BYRON ALLEN FOLKS
--	---

I declare under penalty of perjury under the laws of the State of California that the above is true and correct.

Executed on October 1, 2013 at Torrance, California.



Dana Joudi

PROOF OF SERVICE

Corrected
SUMMONS
(CITACION JUDICIAL)

SUM-100

NOTICE TO DEFENDANT:
(AVISO AL DEMANDADO):

CF ENTERTAINMENT, a California corporation; COMICS
 UNLEASHED PRODUCTIONS, INC., a California corporation

YOU ARE BEING SUED BY PLAINTIFF:
(LO ESTÁ DEMANDANDO EL DEMANDANTE):

BERNADETTE PAULEY, an individual, on behalf of herself and all
 others similarly situated

FOR COURT USE ONLY
 (PARA USO DE LA CORTE)
CONFIRMED COPY
OF ORIGINAL FILED
 Los Angeles Superior Court
 OCT 01 2013

Sherri R. Carter, Executive Officer/Clerk
 By: Tanaya Lewis, Deputy

NOTICE! You have been sued. The court may decide against you without your being heard unless you respond within 30 days. Read the information below.

You have 30 CALENDAR DAYS after this summons and legal papers are served on you to file a written response at this court and have a copy served on the plaintiff. A letter or phone call will not protect you. Your written response must be in proper legal form if you want the court to hear your case. There may be a court form that you can use for your response. You can find these court forms and more information at the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), your county law library, or the courthouse nearest you. If you cannot pay the filing fee, ask the court clerk for a fee waiver form. If you do not file your response on time, you may lose the case by default, and your wages, money, and property may be taken without further warning from the court.

There are other legal requirements. You may want to call an attorney right away. If you do not know an attorney, you may want to call an attorney referral service. If you cannot afford an attorney, you may be eligible for free legal services from a nonprofit legal services program. You can locate these nonprofit groups at the California Legal Services Web site (www.lawhelpcalifornia.org), the California Courts Online Self-Help Center (www.courtinfo.ca.gov/selfhelp), or by contacting your local court or county bar association. **NOTE:** The court has a statutory lien for waived fees and costs on any settlement or arbitration award of \$10,000 or more in a civil case. The court's lien must be paid before the court will dismiss the case. **¡AVISO!** Lo han demandado. Si no responde dentro de 30 días, la corte puede decidir en su contra sin escuchar su versión. Lea la información a continuación.

Tiene 30 DÍAS DE CALENDARIO después de que le entreguen esta citación y papeles legales para presentar una respuesta por escrito en esta corte y hacer que se entregue una copia al demandante. Una carta o una llamada telefónica no lo protegen. Su respuesta por escrito tiene que estar en formato legal correcto si desea que procesen su caso en la corte. Es posible que haya un formulario que usted pueda usar para su respuesta. Puede encontrar estos formularios de la corte y más información en el Centro de Ayuda de las Cortes de California (www.sucorte.ca.gov), en la biblioteca de leyes de su condado o en la corte que le quede más cerca. Si no puede pagar la cuota de presentación, pida al secretario de la corte que le dé un formulario de exención de pago de cuotas. Si no presenta su respuesta a tiempo, puede perder el caso por incumplimiento y la corte le podrá quitar su sueldo, dinero y bienes sin más advertencia.

Hay otros requisitos legales. Es recomendable que llame a un abogado inmediatamente. Si no conoce a un abogado, puede llamar a un servicio de remisión a abogados. Si no puede pagar a un abogado, es posible que cumpla con los requisitos para obtener servicios legales gratuitos de un programa de servicios legales sin fines de lucro. Puede encontrar estos grupos sin fines de lucro en el sitio web de California Legal Services, (www.lawhelpcalifornia.org), en el Centro de Ayuda de las Cortes de California, (www.sucorte.ca.gov) o poniéndose en contacto con la corte o el colegio de abogados locales. **AVISO:** Por ley, la corte tiene derecho a reclamar las cuotas y los costos exentos por imponer un gravamen sobre cualquier recuperación de \$10,000 ó más de valor recibida mediante un acuerdo o una concesión de arbitraje en un caso de derecho civil. Tiene que pagar el gravamen de la corte antes de que la corte pueda desahar el caso.

The name and address of the court is:
 (El nombre y dirección de la corte es): Los Angeles Superior Court
 111 N. Hill Street
 Los Angeles, California 90012

CASE NUMBER:
 (Número del Caso):

BC498021

The name, address, and telephone number of plaintiff's attorney, or plaintiff without an attorney, is:
 (El nombre, la dirección y el número de teléfono del abogado del demandante, o del demandante que no tiene abogado, es):
 Matthew J. Matern, 3655 Torrance Boulevard, Suite 315, Torrance, California 90503

BY FAX

DATE: OCT 01 2013
 (Fecha) **SHERRI R. CARTER** Clerk, by **T. Lewis**, Deputy
 (Secretario) (Adjunto)

(For proof of service of this summons, use Proof of Service of Summons (form POS-010).)

(Para prueba de entrega de esta citación use el formulario Proof of Service of Summons, (POS-010)).

(SEAL)

NOTICE TO THE PERSON SERVED: You are served

1. ☐ as an individual defendant.
 2. ☐ as the person sued under the fictitious name of (specify):
SCREEN ACTORS GUILD-AMERICAN FEDERATION OF TELEVISION AND RADIO
ARTISTS, a California corporation
 3. ☒ on behalf of (specify):

- under: ☒ CCP 416.10 (corporation) ☐ CCP 416.60 (minor)
☐ CCP 416.20 (defunct corporation) ☐ CCP 416.70 (conservatee)
☐ CCP 416.40 (association or partnership) ☐ CCP 416.90 (authorized person)
☐ other (specify):
 4. ☐ by personal delivery on (date):

SUM-200(A)

SHORT TITLE: Bernadette Pauley v. CF Entertainment	CASE NUMBER: BC498021
--	---------------------------------

INSTRUCTIONS FOR USE

- This form may be used as an attachment to any summons if space does not permit the listing of all parties on the summons.
- If this attachment is used, insert the following statement in the plaintiff or defendant box on the summons: "Additional Parties Attachment form is attached."

List additional parties (Check only one box. Use a separate page for each type of party.):

☐ Plaintiff
 ☒ Defendant
 ☐ Cross-Complainant
 ☐ Cross-Defendant

ENTERTAINMENT STUDIOS, INC., a California corporation; BYRON ALLEN FOLKS, an individual; SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS, a California corporation; and DOES 2 through 100 inclusive

Page _____ of _____
 Page 1 of 1

Form Adopted for Mandatory Use
 Judicial Council of California
 SUM-200(A) (Rev. January 1, 2007)

ADDITIONAL PARTIES ATTACHMENT
 Attachment to **CORRECTED SUMMONS**

SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES

DATE: 09/24/13

DEPT. 310

HONORABLE KENNETH R. FREEMAN

JUDGE

R. ARRAIGA

DEPUTY CLERK

HONORABLE
#3

JUDGE PRO TEM

ELECTRONIC RECORDING MONITOR

M. WEBB, C.A.

Deputy Sheriff

NONE

Reporter

3:30 pm

BC498021

Plaintiff
CounselMATTHEW MATERN
Via Telephone

BERNADETTE PAULEY

VS

Defendant
CounselIVY KAGAN BIERMAN
Via Telephone
RAMON RAMIREZ
Via TelephoneCF ENTERTAINMENT ET AL **
Related to lead case BC498061
Deemed Complex 2-28-13
P-170.6 Highberger

NATURE OF PROCEEDINGS:

TELEPHONIC CONFERENCE;

The Telephonic Conference is held.

The parties stipulate to Plaintiff's Motion to Amend.

Plaintiff is to file an Amended Complaint within seven
(7) days from this date.The Court will allow a Motion to be filed with respect
to Plaintiff's subpoena directed at Screen Actor's
Guild.The Status Conference and Petition to Compel
Arbitration set for October 2, 2013 is advanced this
date and continued to December 2, 2013 at 2:00 pm
in Department 310.A copy of this Minute Order is served on parties via
posting on the Case Anywhere website.

Page 1 of 1 DEPT. 310

MINUTES ENTERED 09/24/13 COUNTY CLERK

EXHIBIT B

ORIGINAL

AL6024
90503

(Hon. William F. Highberger)

FILED
Los Angeles Superior Court

DEC 24 2012

JOHN A. CLARKE, CLERK

BY DAWN ALEXANDER, DEPUTY

LAW OFFICES OF MATTHEW J. MATERN

MATTHEW J. MATERN, SBN 159798

Email: matthewjmatern@gmail.com

TAGORE O. SUBRAMANIAM, SBN 280126

Email: tagore.subramaniam@gmail.com

3655 Torrance Boulevard, Suite 315

Torrance, California 90503

Tel: (424) 247-1172

Fax: (424) 247-1173

Attorneys for Plaintiff, Bernadette Pauley, on behalf of herself
and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BERNADETTE PAULEY, an individual,
on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

CF ENTERTAINMENT, a California
corporation; COMICS UNLEASHED
PRODUCTIONS, INC., a California
corporation; ENTERTAINMENT
STUDIOS, INC., a California
corporation; BYRON ALLEN FOLKS,
an individual; and DOES 1 through 100
inclusive,

Defendants.

Case No.

BC498021

CLASS ACTION

COMPLAINT FOR:

1. Breach of Contract
2. Failure to Indemnify Employees for Necessary Expenditures
3. Failure to Provide Accurate Itemized Statements to Employees
4. Failure to Pay All Wages Due
5. Unfair Business Practices

DEMAND FOR JURY TRIAL BY FAX

Plaintiff Bernadette Pauley, on behalf of herself and all others similarly situated, hereby submits the following class action complaint. Upon personal knowledge as to her own acts and status, and upon information and belief as to all other matters, Plaintiff alleges as follows:

-1-

CLASS ACTION COMPLAINT

RECEIPT #: CH481620045
DATE PAID: 12/24/12 02:21 PM
PAYMENT: \$1,435.00
RECEIVED: \$10
CHECK: \$1,435.00
CASH: \$0.00
CHARGE: \$0.00
CARD: \$0.00

12/24/2012

1 **NATURE OF THE ACTION**

2 1. Plaintiff and several hundred other actors and comedians worked for Defendants
3 Comics Unleashed Productions, Inc., Entertainment Studios, Inc., CF Entertainment, and
4 Byron Allen Folks (collectively "Defendants") on the syndicated television show Comics
5 Unleashed pursuant to a standardized contract providing each actor with a residual payment
6 for subsequent airings of each episode. While working on the show, Plaintiff and class
7 members were subject to repeated violations of the California Labor Code. Subsequent to its
8 production, the show Comics Unleashed went on to become tremendously successful
9 catapulting its creator Byron Allen Folks to celebrity status. Standing on the shoulders of the
10 shows' success, Defendant Byron Allen Folks and his affiliate corporate entities have become
11 the largest independent producer/distributor of first-run syndicated television programming
12 for broadcast television stations. To date, Plaintiff and putative class members have not been
13 reimbursed for residual payments pursuant to the contract.

14 2. Plaintiff brings this lawsuit, on behalf of herself and all other similarly situated
15 individuals, alleging claims for breach of contract, failure to indemnify for necessary
16 expenditures, failure to provide itemized statements, failure to pay all wages due, and unfair
17 business practices.

18 **JURISDICTION AND VENUE**

19 3. This Court has personal jurisdiction over Defendants because they are residents of
20 and/or doing business in the State of California. Venue is proper because most of
21 Defendants' wrongful acts and omissions occurred in the County of Los Angeles.

22 **PLAINTIFFS**

23 4. Plaintiff, Bernadette Pauley (hereafter sometimes referred to as "Pauley") is a
24 female resident of the State of California. At all relevant times herein, Pauley was employed
25 by Defendants CF Entertainment, Entertainment Studios, Inc., Comics Unleashed
26 Productions, Inc., and Byron Allen Folks.

27 5. Class Plaintiffs are actors and comedians who worked for Defendants and their
28 affiliates on the show Comics Unleashed pursuant to a contract granting residual payments
for the (4) years preceding the filing of this action, and continuing while this action is
pending (the "class period"). Plaintiffs reserve the right to name additional class
representatives.

DEFENDANTS

6. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that CF Entertainment is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that CF Entertainment is authorized to conduct business, and does conduct business, in the State of California.

7. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that Entertainment Studios, Inc. (hereafter "Entertainment Studios") is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that Entertainment Studios is authorized to conduct business in the State of California.

8. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that Comics Unleashed Productions, Inc. (hereafter "Comics Unleashed Productions") is and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that Comics Unleashed Productions is authorized to conduct business, and does conduct business, in the State of California.

9. Plaintiff is informed and believes, and based upon such information and belief, alleges that Defendant Byron Allen Folks (hereafter "Folks") is an individual and resident of the State of California. At all relevant times herein, Mr. Folks was the owner, founder, managing agent, and officer of Defendants CF Entertainment, Entertainment Studios, and Comics Unleashed Productions. At all relevant times, Folks either directly or indirectly employed or exercised control over the wages, hours, and working conditions of Plaintiff and putative class members.

10. Upon information and belief, Defendants CF Entertainment, Entertainment Studios, Folks, Comics Unleashed Productions, and Does 1 through 100 were and are the alter ego, division, affiliate, integrated enterprise, joint employer, subsidiary, parent, principal, related entity, co-conspirator, authorized agent, actual or ostensible partner, joint venturer, and guarantor of each and every other Defendant.

11. Plaintiff is informed and believes, and thereon alleges that Defendant Comics Unleashed Productions has been and presently is dominated and controlled by Defendants CF Entertainment, Entertainment Studios, Folks, and Does 1-100, and a unity of interest,

12/24/2012

1 ownership and control presently exists amongst Defendants Comics Unleashed Productions,
2 CF Entertainment, Entertainment Studios, Folks, and Does 1-100.

3 12. Plaintiff is informed and believes, and thereon alleges that Defendants CF
4 Entertainment, Entertainment Studios, Folks, and Does 1-100 have improperly managed,
5 controlled, and dominated Defendant Comics Unleashed Productions as their alter egos,
6 agents and instrumentalities.

7 13. Plaintiff is informed and believes, and thereon allege that the conduct of
8 Defendants CF Entertainment, Entertainment Studios, Folks, and Does 1-100 in holding all or
9 substantially all of the assets of Comics Unleashed Productions, as their alter egos, agents
10 and/or instrumentalities constitutes abuse of the corporate privilege, through which
11 Defendants CF Entertainment, Entertainment Studios, Folks, and Does 1-100 seek inequitable
12 advantage based on the fiction of separate existence.

13 14. Defendants CF Entertainment, Entertainment Studios, Folks and Does 1-100
14 improperly dominated and disregarded the separate corporate forms of Comics Unleashed
15 Productions commingling their assets, human resources and personnel, and failed to
16 adequately capitalize the subsidiaries.

17 15. The true names and capacities of Defendants Does 1 through 100, inclusive, are
18 unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious
19 names. Plaintiff is informed and believes, and thereon alleges, that each Defendant
20 designated as a Doe is highly responsible in some manner for the events and happenings
21 referred to herein, and legally cause the injuries and damages alleged in this Complaint.
22 Plaintiff will seek leave of the court to amend this Complaint to allege their true names and
23 capacities when ascertained.

24 16. Plaintiff is informed and believes and thereon alleges, that each and every
25 Defendant was the authorized agent, principal, partner, joint venturer, and guarantor, actual or
26 ostensible, of the other Defendants and had full authority to do as alleged herein, unless
27 alleged otherwise. Furthermore, each and every Defendant was operating within the course
28 and scope of their agency, actual or ostensible, or as principal, partner, joint venturer, and
guarantor, with the other Defendants during the course of events described herein unless
alleged otherwise.

17 17. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff
28 and putative class members have suffered and continue to suffer from loss of earnings in

1 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
2 Court.

3 STATEMENT OF FACTS

4 18. Plaintiff, Bernadette Pauley is an actress and comedian who was hired to work on
5 the episodic television show Comics Unleashed produced by Comics Unleashed Productions,
6 Inc. the alter-ego, integrated enterprise, and subsidiary of Defendants CF Entertainment,
7 Entertainment Studios, and Byron Allen Folks.

8 19. Comics Unleashed was an episodic television show which cast several hundred
9 actors and comedians.

10 20. Plaintiff Pauley was an actress and comedian who performed on the show. Plaintiff
11 and the other cast members signed a standardized contract entitling them to immediate
12 monetary compensation and contingent residual payments for each episode that subsequently
13 aired. In exchange, Plaintiff and the other cast members agreed to perform on the show.

14 21. In the course of their employment, Plaintiff and the other cast members incurred
15 necessary expenditures in the discharge of their duties. In some instances these expenditures
16 included but were not limited to the cost of air travel, hotel accommodations, car rentals,
17 wardrobe expenses, and gas required to travel to and from locations. To date, Defendants
18 have failed to indemnify Plaintiff for these necessary expenditures.

19 22. Subsequent to the taping of Comics Unleashed, the show went on to have
20 tremendous success airing repeatedly on major television networks, where it continues to air
21 to this day. Additionally, the show has aired and continues to be made available on a variety
22 of digital media outlets. Standing on the shoulders of the shows' achievement, Defendant
23 Byron Allen Folks and his affiliate corporate entities have been catapulted to celebrity status
24 and enjoyed great success. Such achievements were recently profiled on the television show
25 *The Insider*.

26 23. On numerous occasions Plaintiff reached out to her union and agents of Defendants
27 in an effort to recover her residual payments. Although both the union and Defendants
28 acknowledged that Plaintiff was entitled to residual payments in communications with
29 Plaintiff, Defendants responded to Plaintiff's inquiries with continued delay and evasion.
30 Plaintiff was forced to initiate the current litigation in order to receive her lawfully entitled
31 compensation.

24. To date, Plaintiff and putative class members have not been paid their residual fees as required under their contract, despite the fact that Comics Unleashed continues to enjoy widespread circulation on various networks. Defendants continue to profit from the show's success.

INJURIES TO PLAINTIFFS

25. As a direct and proximate result of the foregoing unlawful and malicious acts of Defendants, Plaintiff and putative class members have suffered monetary damage, past lost profits, future lost profits, loss of prejudgment interest, and consequential damages.

CLASS ACTION ALLEGATIONS

26. This action is appropriately suited for a Class Action because:

- a. The potential class is a significant number. Plaintiff is informed and believes that the class includes several hundred actors and comedians which performed on the show Comics Unleashed. Joinder of all putative class members individually would be impractical.
- b. This action involves common questions of law and fact to the potential class because the action centers on contracts using a standardized clause entitling Plaintiff and putative class members to residual payments. Moreover, this action focuses on Defendants' systematic course of illegal employment practices and policies, which was applied to all putative class members in violation of state common law, the California Labor Code, and the California Business and Professions Code.
- c. The claims of named Plaintiff are typical of the class because Defendants subjected all putative class members to identical contractual violations, as well as violations of the California Labor Code and Business and Professions Code.
- d. The named Plaintiff is able to fairly and adequately protect the interests of all members of the class because it is in her best interest to prosecute the claims alleged herein to obtain full compensation due to her. Moreover, named Plaintiff's counsel will fairly and adequately represent the named Plaintiff and the class.

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Class Action Complaint**FIRST CAUSE OF ACTION****Breach of Contract****(Plaintiff and Class Members against all Defendants)**

27. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 26.

28. Plaintiff and class members entered into a standardized contract with Defendants where Plaintiff and class members would work on the show Comics Unleashed and in exchange Defendants would, in addition to other things, pay Plaintiff and class members an upfront monetary cost and provide each Plaintiff and class member with a residual payment for each episode that subsequently aired.

29. Plaintiff and putative class members did all or substantially all of the things that were required of them under their contracts.

30. All conditions required by the contract for Defendants' performance had either occurred or been excused.

31. Despite repeated attempts on the part of Plaintiff to inquire as to the status of residual payments, Defendants have failed to properly pay Plaintiff and putative class members residual payments for subsequent airings as required under the contract. Moreover, Defendants have acted in bad faith either misrepresenting to Plaintiff the status of their payments, failing to return Plaintiff's phone calls, and at times lying to Plaintiff as to when her payments would be received. Such conduct unfairly interfered with Plaintiff's right to receive the benefits of the contract.

32. The amount of money due to Plaintiff from Defendants is unknown and cannot be ascertained without an accounting from Defendants of all subsequent airings of the television show Comics Unleashed.

33. As a result of Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing, Plaintiff and putative class members have suffered monetary damage, consequential damage, past lost profits, future damage, and harm subject to proof at trial. Plaintiff and putative class members seek prejudgment interest, and reasonable attorneys' fees.

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SECOND CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures

[Cal. Labor Code § 2802]

(Plaintiff and Class Members against all Defendants)

34. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 33.

35. Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

36. During the class period, Defendants have knowingly and willfully failed to indemnify Plaintiff and class members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants.

37. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and class members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to Labor Code § 2802(b). Additionally, class members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in Labor Code § 2802(c), as well as all other available remedies.

THIRD CAUSE OF ACTION

Failure to Provide Accurate Itemized Statements to Employees

[Cal. Labor Code §§ 226; and 226.3]

(Plaintiff and Class Members against all Defendants)

38. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 37.

39. During the class period, as part of their illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, Defendants knowingly and intentionally failed to provide their non-exempt employees with accurate wage statements as required by Labor Code § 226.

40. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and putative class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and putative class

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1 members are entitled to all available statutory penalties, including but not limited to civil
 2 penalties pursuant to Labor Code §§ 226.3, and an award of costs, expenses, and reasonable
 3 attorneys' fees, including those provided in Labor Code § 226(e), as well as all other
 4 available remedies.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Pay All Wages Due**

7 **[Cal. Labor Code §§ 201, 202, 203]**

8 **(Plaintiff and Class Members against all Defendants)**

9 41. Plaintiffs incorporate herein by specific reference as though fully set forth the
 10 allegations in paragraphs 1 through 40.

11 42. Pursuant to California Labor Code §§ 201, 202, and 203, upon former employee
 12 Plaintiff's respective dates of discharge or quitting, Defendants were required to pay Plaintiff
 13 and class members all earned wages. At the time of all former employee Plaintiff and class
 14 members dates of discharge, former employee Plaintiff and class members had unpaid wages.
 15 In violation of Labor Code §§ 201, 202 and 203, Defendants failed to pay each former
 16 employee Plaintiff any of the amount of wages due and owing him or her, in amounts to be
 17 proven at the time of trial, but in excess of the jurisdiction of this Court.

18 43. Defendants' failure to pay former employee Plaintiff and putative class members
 19 the respective wages due and owing them was willful, as Defendants were apprised of the
 20 wages due, and a demand was made for payment of all wages due.

21 44. Defendants' failure to pay former employee Plaintiff and putative class members
 22 all wages due was done with the wrongful and deliberate intention of injuring Plaintiff and
 23 putative class members, from improper motives amounting to malice, and in conscious
 24 disregard of Plaintiff's rights.

25 45. Defendants' willful failure to pay Plaintiff the wages due and owing each of them
 26 constitutes violations of Labor Code §§ 201, 202 and 203, which provides that an employee's
 27 wages will continue as a penalty for up to thirty (30) days from the time the wages were due.
 28 Therefore, Plaintiff is entitled to penalties, attorneys' fees, expenses and costs incurred in this
 action.

FIFTH CAUSE OF ACTION

Unfair Business Practices

[California Business and Professions Code §§ 17200-17208]

(Plaintiff and Class Members against all Defendants)

46. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 45.

47. By violating the foregoing statutes and regulations, breaching Plaintiff and putative class members' contracts, and engaging in the aforementioned conduct, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, et seq.

48. Defendants' violations of California contract and employment laws constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and putative class members.

49. For the four (4) years preceding the filing of this action, Plaintiff and putative class members request restitution of all monies to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

WHEREFORE, Plaintiff, on behalf of herself and all others similarly situated, respectfully prays for relief against Defendants as follows:

- a. For certification of the action as a class action on behalf of the proposed class and subclasses;
- b. For an order appointing Plaintiff as class and subclass representatives, and Plaintiff's counsel as counsel for the class and subclasses;
- c. For compensatory damages;
- d. For consequential damages, past lost profits, and future lost profits;
- e. For back wages, reimbursement, and/or restitution of all monies due to Plaintiff and disgorged profits from the unlawful business practices of Defendants;
- f. For actual and statutory damages and/or penalties pursuant to Labor Code § 226(e);
- g. For a preliminary and permanent injunction enjoining Defendants from violating the relevant provisions of the Labor Code and common law causes of action, and requiring Defendants to cease and desist from engaging in the unlawful acts and unlawful business practices complained of herein;

- 1 h. For waiting time penalties pursuant to Labor Code § 203;
- 2 i. For statutory penalties according to proof;
- 3 j. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§ 218.6,
- 4 2802, California Civil Code §§ 3278, 3288, and/or any other applicable provision
- 5 providing for pre-judgment interest;
- 6 k. For reasonable attorney's fees and costs including but not limited to those provided by
- 7 Labor Code §§ 2802, 226(e), Civil Code § 1021.5, and any other applicable provision
- 8 providing for attorney's fees and costs;
- 9 l. For declaratory judgment;
- 10 m. For such other and further relief that the Court may deem just and proper.

11 DATED: December ²⁴1, 2012

Respectfully submitted,

LAW OFFICES OF MATTHEW J. MATERN

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16 By: 

Matthew J. Matern
Tagore O. Subramaniam
Attorney for Plaintiffs,
Bernadette Pauley, on behalf of herself and all
others similarly situated.

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DEMAND FOR JURY TRIAL

Plaintiff, on behalf of herself and all others similarly situated, hereby demand a jury trial with respect to all issues triable of right by jury.

DATED: December 24, 2012

Respectfully submitted,

LAW OFFICES OF MATTHEW J. MATERN

By 

Matthew J. Matern
Tagore O. Subramaniam
Attorney for Plaintiff,
Bernadette Pauley, on behalf of herself and all
others similarly situated.

12/24/2012

ORIGINAL

SHORT TITLE: PAULEY VS. CF ENTERTAINMENT, et. al.	CASE NUMBER: BC 498021
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**CIVIL CASE COVER SHEET ADDENDUM AND
STATEMENT OF LOCATION
(CERTIFICATE OF GROUNDS FOR ASSIGNMENT TO COURTHOUSE LOCATION)**

This form is required pursuant to Local Rule 2.0 in all new civil case filings in the Los Angeles Superior Court.

Item I. Check the types of hearing and fill in the estimated length of hearing expected for this case:

JURY TRIAL? ☐ YES CLASS ACTION? ☒ YES LIMITED CASE? ☐ YES TIME ESTIMATED FOR TRIAL 10-15 ☐ HOURS/ ☒ DAYS

Item II. Indicate the correct district and courthouse location (4 steps – If you checked "Limited Case", skip to Item III, Pg. 4):

Step 1: After first completing the Civil Case Cover Sheet form, find the main Civil Case Cover Sheet heading for your case in the left margin below, and, to the right in Column A, the Civil Case Cover Sheet case type you selected.

Step 2: Check one Superior Court type of action in Column B below which best describes the nature of this case.

Step 3: In Column C, circle the reason for the court location choice that applies to the type of action you have checked. For any exception to the court location, see Local Rule 2.0.

Applicable Reasons for Choosing Courthouse Location (see Column C below)

- | | |
|--|--|
| 1. Class actions must be filed in the Stanley Mosk Courthouse, central district. | 6. Location of property or permanently garaged vehicle. |
| 2. May be filed in central (other county, or no bodily injury/property damage). | 7. Location where petitioner resides. |
| 3. Location where cause of action arose. | 8. Location wherein defendant/respondent functions wholly. |
| 4. Location where bodily injury, death or damage occurred. | 9. Location where one or more of the parties reside. |
| 5. Location where performance required or defendant resides. | 10. Location of Labor Commissioner Office |

Step 4: Fill in the information requested on page 4 in Item III; complete Item IV. Sign the declaration.

BY FAX

	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Auto Tort	Auto (22)	<input type="checkbox"/> A7100 Motor Vehicle - Personal Injury/Property Damage/Wrongful Death	1., 2., 4.
	Uninsured Motorist (46)	<input type="checkbox"/> A7110 Personal Injury/Property Damage/Wrongful Death – Uninsured Motorist	1., 2., 4.
Other Personal Injury/Property Damage/ Wrongful Death Tort	Asbestos (04)	<input type="checkbox"/> A6070 Asbestos Property Damage <input type="checkbox"/> A7221 Asbestos - Personal Injury/Wrongful Death	2. 2.
	Product Liability (24)	<input type="checkbox"/> A7260 Product Liability (not asbestos or toxic/environmental)	1., 2., 3., 4., 8.
	Medical Malpractice (45)	<input type="checkbox"/> A7210 Medical Malpractice - Physicians & Surgeons <input type="checkbox"/> A7240 Other Professional Health Care Malpractice	1., 4. 1., 4.
	Other Personal Injury Property Damage Wrongful Death (23)	<input type="checkbox"/> A7250 Premises Liability (e.g., slip and fall)	1., 4.
		<input type="checkbox"/> A7230 Intentional Bodily Injury/Property Damage/Wrongful Death (e.g., assault, vandalism, etc.)	1., 4.
		<input type="checkbox"/> A7270 Intentional Infliction of Emotional Distress	1., 3.
		<input type="checkbox"/> A7220 Other Personal Injury/Property Damage/Wrongful Death	1., 4.

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**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.0

Page 1 of 4

SHORT TITLE: PAULEY VS. CF ENTERTAINMENT, et. al.	CASE NUMBER
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	A Civil Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Non-Personal Injury/Property Damage/ Wrongful Death Tort	Business Tort (07)	<input type="checkbox"/> A6029 Other Commercial/Business Tort (not fraud/breach of contract)	1., 3.
	Civil Rights (08)	<input type="checkbox"/> A6005 Civil Rights/Discrimination	1., 2., 3.
	Defamation (13)	<input type="checkbox"/> A6010 Defamation (slander/libel)	1., 2., 3.
	Fraud (16)	<input type="checkbox"/> A6013 Fraud (no contract)	1., 2., 3.
	Professional Negligence (25)	<input type="checkbox"/> A6017 Legal Malpractice <input type="checkbox"/> A6050 Other Professional Malpractice (not medical or legal)	1., 2., 3. 1., 2., 3.
	Other (35)	<input type="checkbox"/> A6025 Other Non-Personal Injury/Property Damage tort	2,3.
Employment	Wrongful Termination (36)	<input type="checkbox"/> A6037 Wrongful Termination	3., 2., 3.
	Other Employment (15)	<input checked="" type="checkbox"/> A6024 Other Employment Complaint Case <input type="checkbox"/> A6109 Labor Commissioner Appeals	1., 2., 3. 10.
Contract	Breach of Contract/ Warranty (08) (not insurance)	<input type="checkbox"/> A6004 Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction) <input type="checkbox"/> A6008 Contract/Warranty Breach -Seller Plaintiff (no fraud/negligence) <input type="checkbox"/> A6019 Negligent Breach of Contract/Warranty (no fraud) <input type="checkbox"/> A6028 Other Breach of Contract/Warranty (not fraud or negligence)	2., 5. 2., 5. 1., 2., 5. 1., 2., 5.
	Collections (09)	<input type="checkbox"/> A6002 Collections Case-Seller Plaintiff <input type="checkbox"/> A6012 Other Promissory Note/Collections Case	2., 5., 6. 2., 5.
	Insurance Coverage (18)	<input type="checkbox"/> A6015 Insurance Coverage (not complex)	1., 2., 5., 8.
	Other Contract (37)	<input type="checkbox"/> A6009 Contractual Fraud <input type="checkbox"/> A6031 Tortious Interference <input type="checkbox"/> A6027 Other Contract Dispute(not breach/insurance/fraud/negligence)	1., 2., 3., 5. 1., 2., 3., 5. 1., 2., 3., 8.
	Eminent Domain/Inverse Condemnation (14)	<input type="checkbox"/> A7300 Eminent Domain/Condemnation Number of parcels _____	2.
Real Property	Wrongful Eviction (33)	<input type="checkbox"/> A6023 Wrongful Eviction Case	2., 6.
	Other Real Property (26)	<input type="checkbox"/> A6018 Mortgage Foreclosure <input type="checkbox"/> A6032 Quiet Title <input type="checkbox"/> A6060 Other Real Property (not eminent domain, landlord/tenant, foreclosure)	2., 6. 2., 6. 2., 6.
	Unlawful Detainer-Commercial (31)	<input type="checkbox"/> A6021 Unlawful Detainer-Commercial (not drugs or wrongful eviction)	2., 6.
Unlawful Detainer	Unlawful Detainer-Residential (32)	<input type="checkbox"/> A6020 Unlawful Detainer-Residential (not drugs or wrongful eviction)	2., 6.
	Unlawful Detainer- Post-Foreclosure (34)	<input type="checkbox"/> A6020F Unlawful Detainer-Post-Foreclosure	2., 6.
	Unlawful Detainer-Drugs (38)	<input type="checkbox"/> A6022 Unlawful Detainer-Drugs	2., 6.

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**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.0
Page 2 of 4

SHORT TITLE: PAULEY VS. CF ENTERTAINMENT, et. al.	CASE NUMBER
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	A Civi Case Cover Sheet Category No.	B Type of Action (Check only one)	C Applicable Reasons - See Step 3 Above
Judicial Review	Asset Forfeiture (05)	<input type="checkbox"/> A8108 Asset Forfeiture Case	2., 6.
	Petition re Arbitration (11)	<input type="checkbox"/> A8115 Petition to Compel/Confirm/Vacate Arbitration	2., 5.
	Writ of Mandate (02)	<input type="checkbox"/> A8151 Writ - Administrative Mandamus <input type="checkbox"/> A8152 Writ - Mandamus on Limited Court Case Matter <input type="checkbox"/> A8153 Writ - Other Limited Court Case Review	2., 8. 2. 2.
	Other Judicial Review (39)	<input type="checkbox"/> A8150 Other Writ /Judicial Review	2., 8.
Provisionally Complex Litigation	Antitrust/Trade Regulation (03)	<input type="checkbox"/> A8003 Antitrust/Trade Regulation	1., 2., 8.
	Construction Defect (10)	<input type="checkbox"/> A8007 Construction Defect	1., 2., 3.
	Claims Involving Mass Tort (40)	<input type="checkbox"/> A8006 Claims Involving Mass Tort	1., 2., 8.
	Securities Litigation (28)	<input type="checkbox"/> A8035 Securities Litigation Case	1., 2., 8.
	Toxic Tort Environmental (30)	<input type="checkbox"/> A8038 Toxic Tort/Environmental	1., 2., 3., 8.
	Insurance Coverage Claims from Complex Case (41)	<input type="checkbox"/> A8014 Insurance Coverage/Subrogation (complex case only)	1., 2., 5., 8.
Enforcement of Judgment	Enforcement of Judgment (20)	<input type="checkbox"/> A8141 Sister State Judgment <input type="checkbox"/> A8160 Abstract of Judgment <input type="checkbox"/> A8107 Confession of Judgment (non-domestic relations) <input type="checkbox"/> A8140 Administrative Agency Award (not unpaid taxes) <input type="checkbox"/> A8114 Petition/Certificate for Entry of Judgment on Unpaid Tax <input type="checkbox"/> A8112 Other Enforcement of Judgment Case	2., 9. 2., 6. 2., 9. 2., 8. 2., 8. 2., 8., 9.
	RICO (27)	<input type="checkbox"/> A8033 Racketeering (RICO) Case	1., 2., 8.
	Other Complaints (Not Specified Above) (42)	<input type="checkbox"/> A8030 Declaratory Relief Only	1., 2., 8.
		<input type="checkbox"/> A8040 Injunctive Relief Only (not domestic/harassment)	2., 8.
		<input type="checkbox"/> A8011 Other Commercial Complaint Case (non-tort/non-complex)	1., 2., 8.
		<input type="checkbox"/> A8000 Other Civil Complaint (non-tort/non-complex)	1., 2., 8.
Miscellaneous Civil Petitions	Partnership Corporation Governance (21)	<input type="checkbox"/> A8113 Partnership and Corporate Governance Case	2., 8.
	Other Petitions (Not Specified Above) (43)	<input type="checkbox"/> A8121 Civil Harassment <input type="checkbox"/> A8123 Workplace Harassment <input type="checkbox"/> A8124 Elder/Dependent Adult Abuse Case <input type="checkbox"/> A8160 Election Contest <input type="checkbox"/> A8110 Petition for Change of Name <input type="checkbox"/> A8170 Petition for Relief from Late Claim Law <input type="checkbox"/> A8100 Other Civil Petition	2., 3., 9. 2., 3., 9. 2., 3., 9. 2. 2., 7. 2., 3., 4., 8. 2., 9.

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**CIVIL CASE COVER SHEET ADDENDUM
AND STATEMENT OF LOCATION**

Local Rule 2.0
Page 3 of 4

SHORT TITLE: PAULEY VS. CF ENTERTAINMENT, et. al.	CASE NUMBER
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Item III. Statement of Location: Enter the address of the accident, party's residence or place of business, performance, or other circumstance indicated in Item II., Step 3 on Page 1, as the proper reason for filing in the court location you selected.

REASON: Check the appropriate boxes for the numbers shown under Column C for the type of action that you have selected for this case. <input type="checkbox"/> 1. <input checked="" type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. <input type="checkbox"/> 8. <input type="checkbox"/> 9. <input type="checkbox"/> 10.		ADDRESS: 3855 Torrance Blvd. (May be filed in Central. Non P/BD)
CITY: Torrance	STATE: CA	ZIP CODE: 90503

Item IV. Declaration of Assignment: I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that the above-entitled matter is properly filed for assignment to the Stanley Mosk courthouse in the Central District of the Superior Court of California, County of Los Angeles [Code Civ. Proc., § 392 et seq., and Local Rule 2.0, subds. (b), (c) and (d)].

Dated: December 24, 2012


 (SIGNATURE OF ATTORNEY/ELIGIBLE PARTY)

PLEASE HAVE THE FOLLOWING ITEMS COMPLETED AND READY TO BE FILED IN ORDER TO PROPERLY COMMENCE YOUR NEW COURT CASE:

1. Original Complaint or Petition.
2. If filing a Complaint, a completed Summons form for issuance by the Clerk.
3. Civil Case Cover Sheet, Judicial Council form CM-010.
4. Civil Case Cover Sheet Addendum and Statement of Location form, LACIV 109, LASC Approved 03-04 (Rev. 03/11).
5. Payment in full of the filing fee, unless fees have been waived.
6. A signed order appointing the Guardian ad Litem, Judicial Council form CIV-010, if the plaintiff or petitioner is a minor under 18 years of age will be required by Court in order to issue a summons.
7. Additional copies of documents to be conformed by the Clerk. Copies of the cover sheet and this addendum must be served along with the summons and complaint, or other initiating pleading in the case.

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**CIVIL CASE COVER SHEET ADDENDUM
 AND STATEMENT OF LOCATION**

Local Rule 2.0
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12/24/12

ORIGINAL

CM-010

ATTORNEY OR PARTY WITHOUT ATTORNEY (Name, State Bar number, and address): MATTHEW J. MATERN (SBN 159798) LAW OFFICES OF MATTHEW J. MATERN 3655 Torrance Boulevard, Suite 315 Torrance, California 90503 TELEPHONE NO.: 424.247.1172 FAX NO.: 424.247.1173 ATTORNEY FOR (Name): Plaintiff, Bernadette Pauley, et. al.		FOR COURT USE ONLY FILED Los Angeles Superior Court DEC 24 2012 JOHN A. CLARKE, Clerk BY <i>[Signature]</i> DAWN ALEXANDER, DEPUTY
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES STREET ADDRESS: 111 NORTH HILL STREET MAILING ADDRESS: 111 NORTH HILL STREET CITY AND ZIP CODE: LOS ANGELES, CA 90012 BRANCH NAME: CENTRAL DISTRICT		
CASE NAME: PAULEY, et. al. vs. CF ENTERTAINMENT, et. al.		
CIVIL CASE COVER SHEET <input checked="" type="checkbox"/> Unlimited (Amount demanded exceeds \$25,000) <input type="checkbox"/> Limited (Amount demanded is \$25,000 or less) <input type="checkbox"/> Counter <input type="checkbox"/> Joinder Filed with first appearance by defendant (Cal. Rules of Court, rule 3.402)		CASE NUMBER: BC 498021 JUDGE: DEPT:

Items 1-6 below must be completed (see instructions on page 2).

1. Check one box below for the case type that best describes this case:		
Auto Tort <input type="checkbox"/> Auto (22) <input type="checkbox"/> Uninsured motorist (46) Other P/PI/D/W/D (Personal Injury/Property Damage/Wrongful Death) Tort <input type="checkbox"/> Asbestos (04) <input type="checkbox"/> Product liability (24) <input type="checkbox"/> Medical malpractice (45) <input type="checkbox"/> Other P/PI/D/W/D (23) Non-P/PI/D/W/D (Other) Tort <input type="checkbox"/> Business tort/unfair business practice (07) <input type="checkbox"/> Civil rights (08) <input type="checkbox"/> Defamation (13) <input type="checkbox"/> Fraud (18) <input type="checkbox"/> Intellectual property (19) <input type="checkbox"/> Professional negligence (25) <input type="checkbox"/> Other non-P/PI/D/W/D tort (35) Employment <input type="checkbox"/> Wrongful termination (36) <input checked="" type="checkbox"/> Other employment (15)	Contract <input type="checkbox"/> Breach of contract/warranty (06) <input type="checkbox"/> Rule 3.740 collections (09) <input type="checkbox"/> Other collections (09) <input type="checkbox"/> Insurance coverage (18) <input type="checkbox"/> Other contract (37) Real Property <input type="checkbox"/> Eminent domain/inverse condemnation (14) <input type="checkbox"/> Wrongful eviction (33) <input type="checkbox"/> Other real property (28) Unlawful Detainer <input type="checkbox"/> Commercial (31) <input type="checkbox"/> Residential (32) <input type="checkbox"/> Drugs (38) Judicial Review <input type="checkbox"/> Asset forfeiture (05) <input type="checkbox"/> Petition re: arbitration award (11) <input type="checkbox"/> Writ of mandate (02) <input type="checkbox"/> Other judicial review (39)	Provisionally Complex Civil Litigation (Cal. Rules of Court, rules 3.400-3.403) <input type="checkbox"/> Antitrust/Trade regulation (03) <input type="checkbox"/> Construction defect (10) <input type="checkbox"/> Mass tort (40) <input type="checkbox"/> Securities litigation (28) <input type="checkbox"/> Environmental/Toxic tort (30) <input type="checkbox"/> Insurance coverage claims arising from the above listed provisionally complex case types (41) Enforcement of Judgment <input type="checkbox"/> Enforcement of judgment (20) Miscellaneous Civil Complaint <input type="checkbox"/> RICO (27) <input type="checkbox"/> Other complaint (not specified above) (42) Miscellaneous Civil Petition <input type="checkbox"/> Partnership and corporate governance (21) <input type="checkbox"/> Other petition (not specified above) (43)

2. This case ☒ is ☐ is not complex under rule 3.400 of the California Rules of Court. If the case is complex, mark the factors requiring exceptional judicial management:
- a. ☒ Large number of separately represented parties d. ☐ Large number of witnesses
- b. ☐ Extensive motion practice raising difficult or novel issues that will be time-consuming to resolve e. ☐ Coordination with related actions pending in one or more courts in other counties, states, or countries, or in a federal court
- c. ☐ Substantial amount of documentary evidence f. ☐ Substantial postjudgment judicial supervision
3. Remedies sought (check all that apply): a. ☒ monetary b. ☒ nonmonetary; declaratory or injunctive relief c. ☒ punitive
4. Number of causes of action (specify): Five (5)
5. This case ☒ is ☐ is not a class action suit.
6. If there are any known related cases, file and serve a notice of related case. (You may use form CM-015.)

Date: December 24, 2012

Matthew J. Matern

(TYPE OR PRINT NAME)

(SIGNATURE OF PARTY OR ATTORNEY FOR PARTY)

NOTICE Plaintiff must file this cover sheet with the first paper filed in the action or proceeding (except small claims cases or cases filed under the Probate Code, Family Code, or Welfare and Institutions Code). (Cal. Rules of Court, rule 3.220.) Failure to file may result in sanctions. File this cover sheet in addition to any cover sheet required by local court rule. If this case is complex under rule 3.400 et seq. of the California Rules of Court, you must serve a copy of this cover sheet on all other parties to the action or proceeding. Unless this is a collections case under rule 3.740 or a complex case, this cover sheet will be used for statistical purposes only.	
--	--

 Form Adopted for Mandatory Use
 Judicial Council of California
 CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

 Cal. Rules of Court, rules 2.30, 3.220, 3.400-3.403, 3.740;
 Cal. Standards of Judicial Administration, etc. 3.10
 www.courtinfo.ca.gov

BY FAX

CM-010

INSTRUCTIONS ON HOW TO COMPLETE THE COVER SHEET

To Plaintiffs and Others Filing First Papers. If you are filing a first paper (for example, a complaint) in a civil case, you must complete and file, along with your first paper, the *Civil Case Cover Sheet* contained on page 1. This information will be used to compile statistics about the types and numbers of cases filed. You must complete items 1 through 6 on the sheet. In item 1, you must check one box for the case type that best describes the case. If the case fits both a general and a more specific type of case listed in item 1, check the more specific one. If the case has multiple causes of action, check the box that best indicates the primary cause of action. To assist you in completing the sheet, examples of the cases that belong under each case type in item 1 are provided below. A cover sheet must be filed only with your initial paper. Failure to file a cover sheet with the first paper filed in a civil case may subject a party, its counsel, or both to sanctions under rules 2.30 and 3.220 of the California Rules of Court.

To Parties in Rule 3.740 Collections Cases. A "collections case" under rule 3.740 is defined as an action for recovery of money owed in a sum stated to be certain that is not more than \$25,000, exclusive of interest and attorney's fees, arising from a transaction in which property, services, or money was acquired on credit. A collections case does not include an action seeking the following: (1) tort damages, (2) punitive damages, (3) recovery of real property, (4) recovery of personal property, or (5) a prejudgment writ of attachment. The identification of a case as a rule 3.740 collections case on this form means that it will be exempt from the general time-for-service requirements and case management rules, unless a defendant files a responsive pleading. A rule 3.740 collections case will be subject to the requirements for service and obtaining a judgment in rule 3.740.

To Parties in Complex Cases. In complex cases only, parties must also use the *Civil Case Cover Sheet* to designate whether the case is complex. If a plaintiff believes the case is complex under rule 3.400 of the California Rules of Court, this must be indicated by completing the appropriate boxes in items 1 and 2. If a plaintiff designates a case as complex, the cover sheet must be served with the complaint on all parties to the action. A defendant may file and serve no later than the time of its first appearance a joinder in the plaintiff's designation, a counter-designation that the case is not complex, or, if the plaintiff has made no designation, a designation that the case is complex.

CASE TYPES AND EXAMPLES

Auto Tort	Contract	Provisionally Complex Civil Litigation (Cal. Rules of Court Rules 3.400-3.403)
Auto (22)—Personal Injury/Property Damage/Wrongful Death	Breach of Contract/Warranty (06)	Antitrust/Trade Regulation (03)
Uninsured Motorist (46) (if the case involves an uninsured motorist claim subject to arbitration, check this item instead of Auto)	Breach of Rental/Lease Contract (not unlawful detainer or wrongful eviction)	Construction Defect (10)
	Contract/Warranty Breach—Seller Plaintiff (not fraud or negligence)	Claims Involving Mass Tort (40)
	Negligent Breach of Contract/Warranty	Securities Litigation (28)
Other P/DP/DWD (Personal Injury/Property Damage/Wrongful Death) Tort	Other Breach of Contract/Warranty Collections (e.g., money owed, open book accounts) (09)	Environmental/Toxic Tort (30)
Asbestos (04)	Collection Case—Seller Plaintiff	Insurance Coverage Claims (arising from provisionally complex case type listed above) (41)
Asbestos Property Damage	Other Promissory Note/Collections Case	Enforcement of Judgment
Asbestos Personal Injury/Wrongful Death	Insurance Coverage (not provisionally complex) (18)	Enforcement of Judgment (20)
Product Liability (not asbestos or toxic/environmental) (24)	Auto Subrogation	Abstract of Judgment (Out of County)
Medical Malpractice (45)	Other Coverage	Confession of Judgment (non-domestic relations)
Medical Malpractice—Physicians & Surgeons	Other Contract (37)	Sister State Judgment
Other Professional Health Care Malpractice	Contractual Fraud	Administrative Agency Award (not unpaid taxes)
Other P/DP/DWD (23)	Other Contract Dispute	Petition/Certification of Entry of Judgment on Unpaid Taxes
Premises Liability (e.g., slip and fall)	Real Property	Other Enforcement of Judgment Case
Intentional Bodily Injury/DP/DWD (e.g., assault, vandalism)	Eminent Domain/Inverse Condemnation (14)	Miscellaneous Civil Complaint
Intentional Infliction of Emotional Distress	Wrongful Eviction (33)	RICO (27)
Negligent Infliction of Emotional Distress	Other Real Property (e.g., quiet title) (26)	Other Complaint (not specified above) (42)
Other P/DP/DWD	Writ of Possession of Real Property	Declaratory Relief Only
Non-P/DP/DWD (Other) Tort	Mortgage Foreclosure	Injunctive Relief Only (non-harassment)
Business Tort/Unfair Business Practice (07)	Quiet Title	Mechanics Lien
Civil Rights (e.g., discrimination, false arrest) (not civil harassment) (08)	Other Real Property (not eminent domain, landlord/tenant, or foreclosure)	Other Commercial Complaint Case (non-tort/non-complex)
Defamation (e.g., slander, libel) (13)	Unlawful Detainer	Other Civil Complaint (non-tort/non-complex)
Fraud (16)	Commercial (31)	Miscellaneous Civil Petition
Intellectual Property (19)	Residential (32)	Partnership and Corporate Governance (21)
Professional Negligence (25)	Drugs (38) (if the case involves illegal drugs, check this item; otherwise, report as Commercial or Residential)	Other Petition (not specified above) (43)
Legal Malpractice	Judicial Review	Civil Harassment
Other Professional Malpractice (not medical or legal)	Asset Forfeiture (05)	Workplace Violence
Other Non-P/DP/DWD Tort (35)	Petition Re: Arbitration Award (11)	Elder/Dependent Adult Abuse
Employment	Writ of Mandate (02)	Election Contest
Wrongful Termination (36)	Writ—Administrative Mandamus	Petition for Name Change
Other Employment (15)	Writ—Mandamus on Limited Court Case Matter	Petition for Relief From Late Claim
	Writ—Other Limited Court Case Review	Other Civil Petition
	Other Judicial Review (39)	
	Review of Health Officer Order	
	Notice of Appeal—Labor Commissioner Appeals	

CM-010 (Rev. July 1, 2007)

CIVIL CASE COVER SHEET

Page 2 of 2

LAW OFFICES OF MATTHEW J. MATERN

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FILED
LOS ANGELES SUPERIOR COURT
FEB 06 2013
JOHN A. CLARKE, CLERK
BY R. INOSTROZA, DEPUTY

Attorneys for Plaintiff, Bernadette Pauley, on behalf of herself
and all others similarly situated.

SUPERIOR COURT OF THE STATE OF CALIFORNIA

FOR THE COUNTY OF LOS ANGELES

BERNADETTE PAULEY, an individual,
on behalf of herself and all others
similarly situated,

Plaintiff,

vs.

CF ENTERTAINMENT, a California
corporation; COMICS UNLEASHED
PRODUCTIONS, INC., a California
corporation; ENTERTAINMENT
STUDIOS, INC., a California
corporation; BYRON ALLEN FOLKS,
an individual; and DOES 1 through 100
inclusive,

Defendants.

Case No. BC498021

CLASS ACTION

FIRST AMENDED COMPLAINT FOR:

Dept 322

1. Breach of Contract
2. Failure to Indemnify Employees for Necessary Expenditures
3. Failure to Provide Accurate Itemized Statements to Employees
4. Failure to Pay All Wages Due
5. Unfair Business Practices

REPRESENTATIVE ACTION

6. Representative Action for Civil Penalties

DEMAND FOR JURY TRIAL

Plaintiff Bernadette Pauley, on behalf of herself and all others similarly situated,
hereby submits the following class action complaint. Upon personal knowledge as to her
own acts and status, and upon information and belief as to all other matters, Plaintiff alleges
as follows:

1 **NATURE OF THE ACTION**

2 1. Plaintiff and several hundred other actors and comedians worked for Defendants
3 Comics Unleashed Productions, Inc., Entertainment Studios, Inc., CF Entertainment, and
4 Byron Allen Folks (collectively "Defendants") on the syndicated television show Comics
5 Unleashed pursuant to a standardized contract providing each actor with a residual payment
6 for subsequent airings of each episode. While working on the show, Plaintiff and class
7 members were subject to repeated violations of the California Labor Code. Subsequent to its
8 production, the show Comics Unleashed went on to become tremendously successful
9 catapulting its creator Byron Allen Folks to celebrity status. Standing on the shoulders of the
10 shows' success, Defendant Byron Allen Folks and his affiliate corporate entities have become
11 the largest independent producer/distributor of first-run syndicated television programming
12 for broadcast television stations. To date, Plaintiff and putative class members have not been
13 reimbursed for residual payments pursuant to the contract.

14 2. Plaintiff brings this lawsuit, on behalf of herself and all other similarly situated
15 individuals, alleging claims for breach of contract, failure to indemnify for necessary
16 expenditures, failure to provide itemized statements, failure to pay all wages due, unfair
17 business practices, and a representative action for civil penalties.

18 **JURISDICTION AND VENUE**

19 3. This Court has personal jurisdiction over Defendants because they are residents of
20 and/or doing business in the State of California. Venue is proper because most of
21 Defendants' wrongful acts and omissions occurred in the County of Los Angeles.

22 **PLAINTIFFS**

23 4. Plaintiff, Bernadette Pauley (hereafter sometimes referred to as "Pauley") is a
24 female resident of the State of California. At all relevant times herein, Pauley was employed
25 by Defendants CF Entertainment, Entertainment Studios, Inc., Comics Unleashed
26 Productions, Inc., and Byron Allen Folks.

27 5. Class Plaintiffs are actors and comedians who worked for Defendants and their
28 affiliates on the show Comics Unleashed pursuant to a contract granting residual payments
for the (4) years preceding the filing of this action, and continuing while this action is
pending (the "class period"). Plaintiffs reserve the right to name additional class
representatives.

DEFENDANTS

6. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that CF Entertainment is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that CF Entertainment is authorized to conduct business, and does conduct business, in the State of California.

7. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that Entertainment Studios, Inc. (hereafter "Entertainment Studios") is, and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that Entertainment Studios is authorized to conduct business in the State of California.

8. At all relevant times alleged herein, Plaintiff is informed and believes, and thereon alleges that Comics Unleashed Productions, Inc. (hereafter "Comics Unleashed Productions") is and at all times relevant hereto was, a California corporation organized and existing under the laws of the State of California. Plaintiff is further informed and believes, and thereon alleges, that Comics Unleashed Productions is authorized to conduct business, and does conduct business, in the State of California.

9. Plaintiff is informed and believes, and based upon such information and belief, alleges that Defendant Byron Allen Folks (hereafter "Folks") is an individual and resident of the State of California. At all relevant times herein, Mr. Folks was the owner, founder, managing agent, and officer of Defendants CF Entertainment, Entertainment Studios, and Comics Unleashed Productions. At all relevant times, Folks either directly or indirectly employed or exercised control over the wages, hours, and working conditions of Plaintiff and putative class members.

10. Upon information and belief, Defendants CF Entertainment, Comics Unleashed Productions, Entertainment Studios, Folks, and Does 1-100 improperly dominated and disregarded the separate corporate forms of one another, commingling funds and other assets; failing to separate the corporate funds; diverting the corporate funds or assets to unauthorized non corporate uses; treating the corporate assets as their own; failing to obtain authority to issue stock; holding out to third parties that they might be personally liable for debts of one another; failing to maintain adequate corporate records and minutes; maintaining sole

1 ownership or a majority of the stock of one another; hiring employees for both personal and
2 corporate uses; failing to adequately capitalize one another; using one another as a mere shell,
3 instrumentality, or conduit for a single venture; concealing and misrepresenting the identity
4 of the responsible ownership and financial interest; disregarding legal formalities and failing
5 to keep an arm's length relationship among related entities; using one another to procure
6 labor, services or merchandise for another person or entity; diverting corporate assets to
7 another person or entity; contracting with another with the intent to use one another as a
8 shield to personal liability; using one another as a subterfuge for illegal activities; and using
9 one another to transfer existing personal liability of another person or entity.

10 11. The true names and capacities of Defendants Does 1 through 100, inclusive, are
11 unknown to Plaintiff at this time, and Plaintiff therefore sues such Defendants under fictitious
12 names. Plaintiff is informed and believes, and thereon alleges, that each Defendant
13 designated as a Doe is highly responsible in some manner for the events and happenings
14 referred to herein, and legally cause the injuries and damages alleged in this Complaint.
15 Plaintiff will seek leave of the court to amend this Complaint to allege their true names and
16 capacities when ascertained. Each and every Defendant was the alter egos of each other
17 and/or engaged in an integrated enterprise with each other. Additionally, all of the
18 Defendants were joint employers of the Plaintiffs.

19 12. Plaintiff is informed and believes and thereon alleges, that each and every
20 Defendant was the authorized agent, principal, partner, joint venturer, and guarantor, actual or
21 ostensible, of the other Defendants and had full authority to do as alleged herein, unless
22 alleged otherwise. Furthermore, each and every Defendant was operating within the course
23 and scope of their agency, actual or ostensible, or as principal, partner, joint venturer, and
24 guarantor, with the other Defendants during the course of events described herein unless
25 alleged otherwise.

26 13. As a direct and proximate result of the unlawful actions of Defendants, Plaintiff
27 and putative class members have suffered and continue to suffer from loss of earnings in
28 amounts as yet unascertained, but subject to proof at trial, and within the jurisdiction of this
Court.

///

STATEMENT OF FACTS

14. Plaintiff, Bernadette Pauley is an actress and comedian who was hired to work on the episodic television show Comics Unleashed produced by Comics Unleashed Productions, Inc. the alter-ego, integrated enterprise, and subsidiary of Defendants CF Entertainment, Entertainment Studios, and Byron Allen Folks.

15. Comics Unleashed was an episodic television show which cast several hundred actors and comedians.

16. Plaintiff Pauley was an actress and comedian who performed on the show. Plaintiff and the other cast members signed a standardized contract entitling them to immediate monetary compensation and contingent residual payments for each episode that subsequently aired. In exchange, Plaintiff and the other cast members agreed to perform on the show.

17. In the course of their employment, Plaintiff and the other cast members incurred necessary expenditures in the discharge of their duties. In some instances these expenditures included but were not limited to the cost of air travel, hotel accommodations, car rentals, wardrobe expenses, and gas required to travel to and from locations. To date, Defendants have failed to indemnify Plaintiff for these necessary expenditures.

18. Subsequent to the taping of Comics Unleashed, the show went on to have tremendous success airing repeatedly on major television networks, where it continues to air to this day. Additionally, the show has aired and continues to be made available on a variety of digital media outlets. Standing on the shoulders of the shows' achievement, Defendant Byron Allen Folks and his affiliate corporate entities have been catapulted to celebrity status and enjoyed great success. Such achievements were recently profiled on the television show *The Insider*.

19. On numerous occasions Plaintiff reached out to her union and agents of Defendants in an effort to recover her residual payments. Although both the union and Defendants acknowledged that Plaintiff was entitled to residual payments in communications with Plaintiff, Defendants responded to Plaintiff's inquiries with continued delay and evasion. Plaintiff was forced to initiate the current litigation in order to receive her lawfully entitled compensation.

20. To date, Plaintiff and putative class members have not been paid their residual fees as required under their contract, despite the fact that Comics Unleashed continues to enjoy

1 widespread circulation on various networks. Defendants continue to profit from the show's
2 success.

3 **INJURIES TO PLAINTIFFS**

4 21. As a direct and proximate result of the foregoing unlawful and malicious acts of
5 Defendants, Plaintiff and putative class members have suffered monetary damage, past lost
6 profits, future lost profits, loss of prejudgment interest, and consequential damages.

7 **CLASS ACTION ALLEGATIONS**

8 22. This action is appropriately suited for a Class Action because:

- 9 a. The potential class is a significant number. Plaintiff is informed and
10 believes that the class includes several hundred actors and comedians
11 which performed on the show Comics Unleashed. Joinder of all putative
12 class members individually would be impractical.
- 13 b. This action involves common questions of law and fact to the potential
14 class because the action centers on contracts using a standardized clause
15 entitling Plaintiff and putative class members to residual payments.
16 Moreover, this action focuses on Defendants' systematic course of illegal
17 employment practices and policies, which was applied to all putative class
18 members in violation of state common law, the California Labor Code, and
19 the California Business and Professions Code.
- 20 c. The claims of named Plaintiff are typical of the class because Defendants
21 subjected all putative class members to identical contractual violations, as
22 well as violations of the California Labor Code and Business and
23 Professions Code.
- 24 d. The named Plaintiff is able to fairly and adequately protect the interests of
25 all members of the class because it is in her best interest to prosecute the
26 claims alleged herein to obtain full compensation due to her. Moreover,
27 named Plaintiff's counsel will fairly and adequately represent the named
28 Plaintiff and the class.

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Class Action Complaint
FIRST CAUSE OF ACTION

Breach of Contract

(Plaintiff and Class Members against all Defendants)

23. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 22.

24. Plaintiff and class members entered into a standardized contract with Defendants where Plaintiff and class members would work on the show Comics Unleashed and in exchange Defendants would, in addition to other things, pay Plaintiff and class members an upfront monetary cost and provide each Plaintiff and class member with a residual payment for each episode that subsequently aired.

25. Plaintiff and putative class members did all or substantially all of the things that were required of them under their contracts.

26. All conditions required by the contract for Defendants' performance had either occurred or been excused.

27. Despite repeated attempts on the part of Plaintiff to inquire as to the status of residual payments, Defendants have failed to properly pay Plaintiff and putative class members residual payments for subsequent airings as required under the contract. Moreover, Defendants have acted in bad faith either misrepresenting to Plaintiff the status of their payments, failing to return Plaintiff's phone calls, and at times lying to Plaintiff as to when her payments would be received. Such conduct unfairly interfered with Plaintiff's right to receive the benefits of the contract.

28. The amount of money due to Plaintiff from Defendants is unknown and cannot be ascertained without an accounting from Defendants of all subsequent airings of the television show Comics Unleashed.

29. As a result of Defendants' breach of contract and breach of the implied covenant of good faith and fair dealing, Plaintiff and putative class members have suffered monetary damage, consequential damage, past lost profits, future damage, and harm subject to proof at trial. Plaintiff and putative class members seek prejudgment interest, and reasonable attorneys' fees.

///

SECOND CAUSE OF ACTION

Failure to Indemnify Employees for Necessary Expenditures

[Cal. Labor Code § 2802]

(Plaintiff and Class Members against all Defendants)

30. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 29.

31. Labor Code § 2802(a) requires an employer to indemnify an employee for all necessary expenditures or losses incurred by the employee in direct consequence of the discharge of his or her duties, or of his or her obedience to the directions of the employer.

32. During the class period, Defendants have knowingly and willfully failed to indemnify Plaintiff and class members for all business expenses and/or losses incurred in direct consequence of the discharge of their duties while working under the direction of Defendants.

33. As a proximate result of Defendants' unlawful actions and omissions, Plaintiff and class members have been damaged in an amount according to proof at trial, and seek reimbursement of all necessary expenditures, plus interest thereon pursuant to Labor Code § 2802(b). Additionally, class members are entitled to all available statutory penalties and an award of costs, expenses, and reasonable attorneys' fees, including those provided in Labor Code § 2802(c), as well as all other available remedies.

THIRD CAUSE OF ACTION

Failure to Provide Accurate Itemized Statements to Employees

[Cal. Labor Code §§ 226; and 226.3]

(Plaintiff and Class Members against all Defendants)

34. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 33.

35. During the class period, as part of their illegal payroll policies and practices to deprive their non-exempt employees all wages earned and due, Defendants knowingly and intentionally failed to provide their non-exempt employees with accurate wage statements as required by Labor Code § 226.

36. As a proximate result of Defendants unlawful actions and omissions, Plaintiff and putative class members have been damaged in an amount according to proof at trial, and seek all wages earned and due, plus interest thereon. Additionally, Plaintiff and putative class

1 members are entitled to all available statutory penalties, including but not limited to civil
 2 penalties pursuant to Labor Code §§ 226.3, and an award of costs, expenses, and reasonable
 3 attorneys' fees, including those provided in Labor Code § 226(e), as well as all other
 4 available remedies.

5 **FOURTH CAUSE OF ACTION**

6 **Failure to Pay All Wages Due**

7 **[Cal. Labor Code §§ 201, 202, 203]**

8 **(Plaintiff and Class Members against all Defendants)**

9 37. Plaintiffs incorporate herein by specific reference as though fully set forth the
 10 allegations in paragraphs 1 through 36.

11 38. Pursuant to California Labor Code §§ 201, 202, and 203, upon former employee
 12 Plaintiff's respective dates of discharge or quitting, Defendants were required to pay Plaintiff
 13 and class members all earned wages. At the time of all former employee Plaintiff and class
 14 members dates of discharge, former employee Plaintiff and class members had unpaid wages.
 15 In violation of Labor Code §§ 201, 202 and 203, Defendants failed to pay each former
 16 employee Plaintiff any of the amount of wages due and owing him or her, in amounts to be
 17 proven at the time of trial, but in excess of the jurisdiction of this Court.

18 39. Defendants' failure to pay former employee Plaintiff and putative class members
 19 the respective wages due and owing them was willful, as Defendants were apprised of the
 20 wages due, and a demand was made for payment of all wages due.

21 40. Defendants' failure to pay former employee Plaintiff and putative class members
 22 all wages due was done with the wrongful and deliberate intention of injuring Plaintiff and
 23 putative class members, from improper motives amounting to malice, and in conscious
 24 disregard of Plaintiff's rights.

25 41. Defendants' willful failure to pay Plaintiff the wages due and owing each of them
 26 constitutes violations of Labor Code §§ 201, 202 and 203, which provides that an employee's
 27 wages will continue as a penalty for up to thirty (30) days from the time the wages were due.
 28 Therefore, Plaintiff is entitled to penalties, attorneys' fees, expenses and costs incurred in this
 action.

FIFTH CAUSE OF ACTION

Unfair Business Practices

[California Business and Professions Code §§ 17200-17208]

(Plaintiff and Class Members against all Defendants)

42. Plaintiff incorporates herein by specific reference as though fully set forth the allegations in paragraphs 1 through 41.

43. By violating the foregoing statutes and regulations, breaching Plaintiff and putative class members' contracts, and engaging in the aforementioned conduct, Defendants' acts constitute unfair and unlawful business practices under California Business and Professions Code §§ 17200, et seq.

44. Defendants' violations of California contract and employment laws constitute a business practice because they were done repeatedly over a significant period of time, and in a systematic manner to the detriment of Plaintiff and putative class members.

45. For the four (4) years preceding the filing of this action, Plaintiff and putative class members request restitution of all monies to be disgorged from Defendants in an amount according to proof at time of trial, but in excess of the jurisdiction of this Court.

REPRESENTATIVE ACTION

SIXTH CAUSE OF ACTION

Representative Action for Civil Penalties

(California Labor Code §§ 2698-2699.5)

(Plaintiffs and Aggrieved Employees against all Defendants)

46. Plaintiffs incorporate herein by specific reference as though fully set forth the allegations in paragraphs 1 through 45 with exception to the allegations concerning class action designation, paragraph 22 (A-D).

47. Pursuant to California Labor Code sections 2698-2699.5, Plaintiffs are entitled to collect civil penalties from Defendants in a representative action for the California Labor Code violations set forth above. Plaintiffs are aggrieved employees and seek to collect civil penalties on behalf of the State of California for Defendants violations of California Labor Code including, but not limited to, sections 201, 202, 203, 221, 226, 226.7, 227.3, 512, 558, 1174, 1194, 1197, 1197.1 and 2802, which include, but are not limited to, penalties under Labor Code sections 2699, 210, 225.5, 226.3, 558, 1174.5 and 1197.1.

1 48. Plaintiffs have given written notice by certified mail to the Labor and Workforce
 2 Development Agency of the specific Labor Code provisions alleged to have been violated,
 3 including the facts and theories to support the alleged violations.

4 49. Plaintiffs have complied with the requirements set forth in California Labor Code
 5 section 2699.3.
 6

7 **WHEREFORE**, Plaintiffs, on behalf of themselves and all others similarly situated,
 8 respectfully pray for relief against Defendants as follows:

- 9 a. For certification of the action as a class action on behalf of the proposed class and
 10 subclasses;
- 11 b. For an order appointing Plaintiffs as class and subclass representatives, and Plaintiffs'
 12 counsel as counsel for the class and subclasses;
- 13 c. For compensatory damages;
- 14 d. For consequential damages, past lost profits, and future lost profits;
- 15 e. For back wages, reimbursement, and/or restitution of all monies due to Plaintiffs and
 16 disgorged profits from the unlawful business practices of Defendants;
- 17 f. For actual and statutory damages and/or penalties pursuant to Labor Code § 226(e);
- 18 g. For all penalties authorized under Labor Code § 2699;
- 19 h. For a preliminary and permanent injunction enjoining Defendants from violating the
 20 relevant provisions of the Labor Code and common law causes of action, and
 21 requiring Defendants to cease and desist from engaging in the unlawful acts and
 22 unlawful business practices complained of herein;
- 23 i. For waiting time penalties pursuant to Labor Code § 203;
- 24 j. For statutory penalties according to proof;
- 25 k. For interest on the unpaid wages at 10% per annum pursuant to Labor Code §§ 218.6,
 26 2802, California Civil Code §§ 3278, 3288, and/or any other applicable provision
 27 providing for pre-judgment interest;
- 28 l. For reasonable attorney's fees and costs including but not limited to those provided by
 Labor Code §§ 2699, 2802, 226(e), Civil Code § 1021.5, and any other applicable
 provision providing for attorney's fees and costs.
- m. For declaratory judgment;

1 n. For such other and further relief that the Court may deem just and proper.

2
3 DATED: February 5, 2013

Respectfully submitted,

4 LAW OFFICES OF MATTHEW J. MATERN

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7
8 By: 

Matthew J. Matern

Tagore O. Subramaniam

Attorney for Plaintiff,

Bernadette Pauley, on behalf of herself and all
others similarly situated.

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12 **DEMAND FOR JURY TRIAL**

13 Plaintiff, on behalf of herself and all others similarly situated, hereby demand a
14 jury trial with respect to all issues triable of right by jury.

15
16 DATED: February 5, 2013

Respectfully submitted,

17 LAW OFFICES OF MATTHEW J. MATERN

18
19
20 By: 

Matthew J. Matern

Tagore O. Subramaniam

Attorney for Plaintiff,

Bernadette Pauley, on behalf of herself and all
others similarly situated.

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 10 Telephone: 310.282.2000
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12 Attorneys for Defendants CF
 13 Entertainment, et al.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

12 BERNADETTE PAULEY, an individual,
 13 on behalf of herself and all others similarly
 14 situated,

15 Plaintiffs,

16 v.

17 CF ENTERTAINMENT, a California
 18 corporation; COMICS UNLEASHED
 19 PRODUCTIONS, INC., a California
 20 corporation; ENTERTAINMENT
 21 STUDIOS, INC., a California corporation;
 22 BYRON ALLEN FOLKS, an individual;
 23 and DOES 1 through 100 inclusive,

24 Defendants.

FILED
 LOS ANGELES SUPERIOR COURT

APR 03 2013

JON A. CLARKE, CLERK
 BY K. BOWEN, DEPUTY

Case No.: BC498021 0322

Assigned to Hon. Kenneth Freeman

CLASS ACTION

**NOTICE OF APPEARANCE OF
 COUNSEL FOR DEFENDANTS CF
 ENTERTAINMENT, ET AL.**

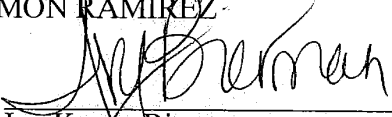
CITY/CASE: BC498021
 LER/DEF#:
 RECEIPT #: CCM500313060
 DATE PAID: 04/03/13 04:51 PM
 PAYMENT: \$1,435.00 310
 RECEIVED:
 CHECK: \$1,435.00
 CASH: \$0.00
 CHANGE: \$0.00
 CARD: \$0.00

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE THAT, defendants CF Entertainment, Comics Unleashed
3 Productions, Inc., Entertainment Studios, Inc. and Byron Allen Folks shall be represented
4 in this matter by Ivy Kagan Bierman, Jon Daryanani and Ramon Ramirez of Loeb & Loeb
5 LLP, 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, CA 90067.

6
7 Dated: April 3, 2013

LOEB & LOEB LLP
IVY KAGAN BIERMAN
JON DARYANANI
RAMON RAMIREZ

8
9
10 By: 
11 Ivy Kagan Bierman
12 Jon Daryanani
13 Ramon Ramirez
14 Attorneys for Defendants
15 CF Entertainment, et al.
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PROOF OF SERVICE

I, Linda Ehrlich, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, CA 90067.

On April 3, 2013, I served a true copy of the **NOTICE OF APPEARANCE OF COUNSEL FOR DEFENDANTS CF ENTERTAINMENT, ET AL.**, on the parties in this cause as follows:

☒ (VIA EMAIL) I caused the transmission of the above-named document(s) to the email address set forth below, or on the attached service list.

Matthew J. Matern
(matthewjmatern@gmail.com)
Tagore O. Subramaniam
(tagore.subramaniam@gmail.com)
Law Offices of Matthew J. Matern
3655 Torrance Boulevard, Suite 315
Torrance, California 90503

I certify that I am employed in the office of a member of the bar of this court at whose direction the service was made.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct.

Executed on April 3, 2013, at Los Angeles, California.


Linda Ehrlich

FILED
LOS ANGELES SUPERIOR COURT

APR 10 2013

J
JOHN A. CLARKE, CLERK
deputy
BY ELMER SABALBURO, DEPUTY

SUPERIOR COURT OF THE STATE OF CALIFORNIA
COUNTY OF LOS ANGELES

BERNADETTE PAULEY, et al.,
Plaintiff(s)

v.

CF ENTERTAINMENT., et al.,
Defendant(s)

Case No.: BC498021

ORDER AUTHORIZING ELECTRONIC
SERVICE

Case assigned for all purposes to
Judge Kenneth R. Freeman

The Court has deemed this matter to be complex litigation within the meaning of the California Standards of Judicial Administration for Complex Litigation Standard 3.10 and California Rules of Court, rules 3.400 et. seq. As such, this is a case that requires specialized management to avoid placing unnecessary burdens on the Court or the litigants, and to keep costs reasonable.

Pursuant to Code of Civil Procedure §187 and California Rules of Court, Rules 2.253(a) and 3.751, and the stipulation of the parties, the Court makes this Order to reduce the costs of

1
2 litigation; to facilitate case management, document retrieval, and case organization; and to
3 facilitate communication between Court and counsel in these proceedings. The Court finds that
4 entry of this Order is necessary for the just, expeditious, and efficient litigation of this Action and
5 that compliance with the terms herein will not result in unnecessary hardship or significant
6 prejudice to any of the parties in this matter.
7

8 When a party to this litigation wishes to serve a document to counsel of record, that party
9 shall effectuate service of the document by the procedure set forth in this Order (subject to the
10 exceptions outlined herein):
11

12 **I. CASE ANYWHERE LLC ("CASE ANYWHERE")**

13 1. In order to facilitate case management, document retrieval and case organization, the
14 parties will utilize the services of CASE ANYWHERE and its litigation system (the "System")
15 for providing electronic service, storage and delivery of court-filed and discovery-related
16 documents through a secure website to facilitate expeditious, efficient and economical
17 communication by and amongst counsel. The Court, at its option, may also use CASE
18 ANYWHERE and its System for these purposes as well to communicate with counsel of record.
19

20 **II. SERVICE ONLY**

21
22 2. The System shall apply only to the service of documents, and not to their filing.
23 Original documents must still be filed in the traditional manner (i.e., filing the signed original
24 document with the Court), pursuant to the applicable California Rules of Court and Local Rules
25 of such Court.
26
27
28

1
2
3 **III. SERVICE LIST & SIGN-UP**

4 3. Within five (5) days of this Order, Plaintiff's counsel shall submit to the CASE
5 ANYWHERE representative Wayne Nitti, at support@caseanywhere.com, a complete and
6 current service list of counsel of record for this litigation. Within five days of this Order, all law
7 firms of record shall provide the following information to CASE ANYWHERE: (i) firm address;
8 (ii) firm telephone number; (iii) firm facsimile number; (iv) identity of lead attorney(s) for this
9 litigation; (v) list of other firm attorneys to be provided access (if any); (vi) list of firm
10 professional staff to be provided access (if any); (vii) email addresses of all attorneys and
11 professional staff to be provided access; and (viii) list of parties represented. Firms should also
12 provide the name and address of the individual designated to receive billing invoices. The above
13 information shall be provided to CASE ANYWHERE by email (support@caseanywhere.com),
14 citing the case title in the subject line; fax (310.564.7701); or mail/overnight courier (CASE
15 ANYWHERE LLC, 1250 Sixth Street, Suite 205, Santa Monica, CA 90401).
16
17

18 **IV. SERVICE OF DOCUMENTS AND WEBSITE**

19 4. When any counsel of record wishes to serve a document, that counsel shall serve the
20 document according to all the requirements and procedures of this Order. All references to
21 "document" in this Order shall be interpreted to include any exhibits or attachments to the
22 document and shall include both pleadings and discovery-related documents (such as
23 interrogatories, requests for production, deposition notices, etc.); provided, however, that each
24 attorney shall determine individually whether to utilize the System to serve correspondence or for
25 production of discovery documents, provided large volume productions shall be coordinated with
26 CASE ANYWHERE.
27
28

1
2 5. CASE ANYWHERE shall establish and maintain an Internet website (the "Website")
3 for this litigation. CASE ANYWHERE will post all documents served by the parties to the
4 Website as provided in this Order and shall serve each document on the parties included on the
5 service list provided to CASE ANYWHERE in accordance with the procedures herein.
6

7 6. Each attorney shall serve each document via electronic transfer of the document file to
8 CASE ANYWHERE via the Internet (either as a word-processing file or a scanned image of the
9 document). Each attorney shall title each document to identify the type and purpose of each
10 document and the party who is submitting such document. Each document electronically served
11 pursuant to this Order shall be deemed to have been served under the California Rules of Court.
12 All documents including attachments or exhibits shall have the attachments and exhibits
13 bookmarked on the pdf documents uploaded to the Case Anywhere website.
14

15 7. After CASE ANYWHERE receives a document, CASE ANYWHERE shall convert
16 such document into Adobe Portable Document Format ("PDF") and post it to the Website within
17 one (1) hour of receipt.
18

19 8. Within one (1) hour of the time a document is posted to the Website, CASE
20 ANYWHERE shall send an email to all registered users notifying them that the document has
21 been posted to the Website (unless such registered user has declined to receive such email
22 notifications). The email shall contain hypertext link(s) to the System.
23

24 9. Electronic service shall be complete at the time of transmission, provided any period of
25 notice or any right or duty to do any act or make any response within any period or on a date
26 certain after the service of the document, which time period or date is prescribed by statute or rule
27 of court, shall be extended after service by electronic transmission by two court days, but the
28

1
2 extension shall not extend the time for filing notice of intention to move for new trial, notice of
3 intention to move to vacate judgment pursuant to Section 663a, or notice of appeal.
4

5 10. In the event a document that is to be filed with the Court is rejected by the Court for
6 filing after it has been posted on the Website by CASE ANYWHERE, the rejection was caused
7 by an aspect of the caption of the document, and the party seeking to file the document
8 successfully files it with the Court within two (2) business days of its rejection with revisions to
9 the caption only, then the party filing the document shall promptly submit a notice of successful
10 filing, including the date of the filing and the revised page(s) of the caption, to CASE
11 ANYWHERE for posting on the Website. In all other circumstances in which a document to be
12 filed with the Court is rejected for filing after CASE ANYWHERE has posted it on the Website,
13 the party that caused the document to be posted shall promptly notify CASE ANYWHERE in
14 writing that the document was rejected by the Court for filing. CASE ANYWHERE shall cause a
15 permanent notation to be placed on the Website in conjunction with that document memorializing
16 the fact of rejection.
17
18

19 11. All documents posted on the System will be identified by: (a) the name of the serving
20 law firm; (b) the caption(s) of the case(s) to which the document belongs; (c) the title of the
21 document set forth on its caption; and (d) the identity of the party on whose behalf the document
22 is being served.
23

24 12. The System shall contain an index of all served documents for the litigation that will
25 be searchable and sortable according to methods that provide useful 24/7 365 days' access to the
26 documents.
27

28 13. Access to the System will be limited to registered users. Registered users will consist
of authorized Court personnel, counsel of record and their designated staff members, clients,

1
2 consultants, and experts. CASE ANYWHERE will provide each registered user with a user name
3 and password to access the System and the documents served in the litigation. CASE
4 ANYWHERE personnel will perform all administrative functions for the System, but all initial
5 data, additions, deletions or changes to the service list must be approved by the lead counsel for
6 Plaintiffs and Defendants. Any disputes regarding initial data, additions, deletions or changes to
7 the service list shall be submitted by CASE ANYWHERE to the Court for resolution.
8

9 14. Every pleading, document and instrument served electronically shall bear a facsimile
10 or typographical signature of at least one of the attorneys of record, along with the typed name,
11 address, telephone number and State Bar of California number of such attorney. Typographical
12 signatures shall be treated exactly as personal signatures for purposes of electronically served
13 documents under the California Rules of Court. The serving party of any document requiring
14 multiple signatures (e.g., stipulations, joint status reports) must list thereon all the names of other
15 signatories by means of an "s/ ____" block for each. By submitting such a document, the serving
16 party certifies that each of the other signatories has expressly agreed to the form and substance of
17 the document and that the serving party has the actual authority to submit the document
18 electronically. The serving party must maintain any records evidencing this concurrence for
19 subsequent production to the Court if so ordered or for inspection upon request by a party.
20

21 15. Any document transmitted to the System shall certify in the Proof of Service that a
22 true and correct copy was electronically served on counsel of record by transmission to CASE
23 ANYWHERE.
24

25 16. Until further notice, documents filed under seal ("sealed documents") shall not be
26 served through the System. Instead, the service of sealed documents shall be made pursuant to
27 the applicable California Rules of Court.
28

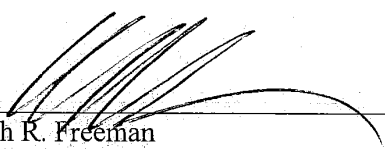
1
2 17. CASE ANYWHERE shall have available to counsel of record and the Court a
3 telephone ((800) 884-3163) and e-mail (support@caseanywhere.com) helpline available 365 days
4 a year for the minimum hours of 6:00 a.m. to 9:00 p.m. (PST).

5 18. Counsel for Plaintiff is ordered to prepare, serve and file within 5 days, a Service
6 List identifying all parties and their counsel which shall include the name of lead and backup
7 attorneys, addresses, including email addresses, and telephone numbers for all counsel.
8 Counsel for Plaintiff is further ordered to serve a copy of this ORDER AUTHORIZING
9 ELECTRONIC SERVICE on all counsel concurrently with service of the Service List.
10

11 19. CASE ANYWHERE shall activate the message/bulletin board function for the
12 above entitled case. All attorneys on the service list will automatically have access to the
13 Message Boards and start to receive e-mail notifications of new message board postings.
14 If an attorney does not want to receive the e-mail notifications or wants other staff members
15 to receive e-mail notifications, they are to contact customer support at CASE ANYWHERE
16 (800) 884-3163 or (310) 209-8596.
17
18

19
20
21 **IT IS SO ORDERED.**

22
23 Dated: April 10, 2013


Kenneth R. Freeman
Judge of the Superior Court

ORIGINAL

FILED
Superior Court of California
County of Los Angeles

JUL 31 2013

John A. Clarke, Executive Officer/ Clerk
R. ARRATGA, Deputy

LAW OFFICES OF MATTHEW J. MATERN
MATTHEW J. MATERN, SBN 159798
matthewjmatern.mlg@gmail.com
TAGORE O. SUBRAMANIAM, SBN 280126
tagore.mlg@gmail.com
3655 Torrance Boulevard, Suite 315
Torrance, California 90503
Telephone: (424) 247-1172
Facsimile: (424) 247-1173

SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

BERNADETTE PAULEY, an individual,
on behalf of herself and all others similarly
situated,

Plaintiffs,

v.

CF ENTERTAINMENT, a California
corporation; COMICS UNLEASHED
PRODUCTIONS, INC., a California
corporation; ENTERTAINMENT
STUDIOS, INC., a California corporation;
BYRON ALLEN FOLKS, an individual;
and DOES 1 through 100, inclusive,

Defendants.

Case No. BC498021

Hon. Kenneth Freeman, Dept. 310

STIPULATION TO CONTINUE
HEARING OF DEFENDANTS' MOTION
TO COMPEL ARBITRATION;
~~PROPOSED~~ ORDER HERewith

BY FAX

IT IS HEREBY STIPULATED by and between Plaintiff Bernadette Pauley ("Plaintiff"),
on the one hand, and Defendants CF Entertainment, Comics Unleashed Productions, Inc.,
Entertainment Studios, Inc., and Byron Allen Folks ("Defendants"), on the other hand, by and
between their respective attorneys, Tagore Subramaniam and Matthew J. Matern, of the Law
Offices of Matthew J. Matern, and Ivy Kagan Bierman and Ramon Ramirez of Loeb & Loeb LLP,
as follows:

RECEIVED
JUL 31 2013
\$20.00
\$0.00
\$0.00
\$0.00
310

RECEIPT #: 100520039029

DATE PAID: 07/30/13 04:01 PM

PAYMENT: \$0.00

CIT/CASE: BC498021

1 WHEREAS, a status conference and hearing on Defendants' Motion to Compel
2 Arbitration is currently set for August 23, 2013 at 10:00 a.m (the "Hearing");

3 WHEREAS, the Parties are currently negotiating the terms for a stipulation to arbitrate
4 Plaintiff's claims herein;

5 WHEREAS, Plaintiff and Defendants agree that it is in the interest of both parties to
6 continue the hearing of Defendant's Motion to Compel Arbitration by 30 days while they
7 endeavor to finalize a stipulation to arbitrate Plaintiff's claims.
8

9 NOW THEREFORE, Plaintiff and Defendants stipulate that the August 23, 2013 status
10 conference and hearing on Defendants' Motion to Compel Arbitration should be continued to
11 September 23, 2013 or as soon thereafter as this Court may hear the matter.

12 SO STIPULATED.

13 DATED: July 30, 2013

LAW OFFICES OF MATTHEW J. MATERN

14 By: 

15 Matthew J. Matern, Esq.
16 Tagore O. Subramaniam, Esq.
17 Attorneys for Plaintiff
18 BERNADETTE PAULEY
19

20 DATED: July 30, 2013

LOEB & LOEB LLP

21 By: 


22 Ivy Kagan Bierman, Esq.
23 Ramon Ramirez, Esq.
24 Attorneys for Defendants,
25 CF ENTERTAINMENT, et al.
26
27
28

~~PROPOSED~~ ORDER

Pursuant to Stipulation, good cause having been shown;

IT IS HEREBY ORDERED THAT the hearing on Defendants' Motion to Compel Arbitration will be continued from August 23, 2013 to ~~September~~ October 2, 2013 at 10:00am.

Dated: 7-31-13


HONORABLE KENNETH FREEMAN
JUDGE OF THE SUPERIOR COURT

1 **LAW OFFICES OF MATTHEW J. MATERN**
MATTHEW J. MATERN, SBN 159798
2 matthewjmatern.mlg@gmail.com
TAGORE O. SUBRAMANIAM, SBN 280126
3 tagore.mlg@gmail.com
3655 Torrance Boulevard, Suite 315
4 Torrance, California 90503
Telephone: (424) 247-1172
5 Facsimile: (424) 247-1173

6
7 **SUPERIOR COURT OF THE STATE OF CALIFORNIA**
8 **FOR THE COUNTY OF LOS ANGELES**

9 BERNADETTE PAULEY, an individual,
on behalf of herself and all others similarly
10 situated,

11 Plaintiffs,

12 v.

13 CF ENTERTAINMENT, a California
corporation; COMICS UNLEASHED
14 PRODUCTIONS, INC., a California
corporation; ENTERTAINMENT
15 STUDIOS, INC., a California corporation;
BYRON ALLEN FOLKS, an individual;
16 and DOES 1 through 100, inclusive,

17 Defendants.

Case No. BC498021

Hon. Kenneth Freeman, Dept. 310

PROOF OF SERVICE

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of eighteen (18) years and not a party to the within action. My business address is 3655 Torrance Boulevard, Suite 315, Torrance, California 90503.

On July 30, 2013, I served the document described as:

- **STIPULATION TO CONTINUE HEARING ON DEFENDANTS' MOTION TO COMPEL ARBITRATION AND [PROPOSED] ORDER**

By electronic service (via electronic filing service provider) – electronically transmitting the documents listed above to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Order Authorizing Electronic in the matter of *Pauley et al. v. CF Entertainment et al.*, LASC BC498021 mandating electronic service. The transmission(s) was reported as complete and without error to the addresses as stated on the attached service list.

LOEB & LOEB, LLP Ivy Kagan Bierman Ramon Ramirez 10100 Santa Monica Boulevard, Suite 2200 Los Angeles, CA 90067	Attorney for Defendants CF Entertainment, Comics Unleashed Productions, Inc., Entertainment Studios, Inc., and Byron Allen Folks.
--	--

_____/s/ Tagore Subramaniam

Tagore Subramaniam

LOEB & LOEB LLP
 IVY KAGAN BIERMAN (SBN 117750)
 ibierman@loeb.com
 RAMON RAMIREZ (SBN 280772)
 rramirez@loeb.com
 10100 Santa Monica Blvd., Suite 2200
 Los Angeles, CA 90067
 Telephone: 310.282.2000
 Facsimile: 310.282.2200

Attorneys for Defendants
 CF ENTERTAINMENT, et al.

FILED
 SUPERIOR COURT OF CALIFORNIA
 COUNTY OF LOS ANGELES

SEP 10 2013
 BY [Signature] Deputy

SUPERIOR COURT OF THE STATE OF CALIFORNIA
 FOR THE COUNTY OF LOS ANGELES

BERNADETTE PAULEY, an individual,
 on behalf of herself and all others similarly
 situated,

Plaintiffs,

v.

CF ENTERTAINMENT, a California
 corporation; COMICS UNLEASHED
 PRODUCTIONS, INC., a California
 corporation; ENTERTAINMENT
 STUDIOS, INC., a California corporation;
 BYRON ALLEN FOLKS, an individual;
 and DOES 1 through 100, inclusive,

Defendants.

Case No.: BC498021

Assigned to Hon. Kenneth Freeman

Date: October 2, 2013
 Time: 10:00 a.m.
 Dept.: 310

CLASS ACTION

**DEFENDANTS' NOTICE OF
 MOTION AND MOTION FOR
 ORDER:**

**(1) COMPELLING ARBITRATION
 OF PLAINTIFF'S INDIVIDUAL
 CLAIMS;**

**(2) DISMISSING CLASS CLAIMS;
 AND**

**(3) DISMISSING PLAINTIFF'S
 INDIVIDUAL CLAIMS OR IN THE
 ALTERNATIVE, STAYING
 PROCEEDINGS AS TO
 PLAINTIFF'S INDIVIDUAL
 CLAIMS**

CIT/CASE: BC498021
 LER/DEF#:

RECEIPT #: COM500313011
 DATE PAID: 09/10/13 02:41 PM
 AMOUNT: \$60.00
 CHECK: 310
 \$60.00
 \$0.00
 \$0.00
 \$0.00

1 TO ALL PARTIES AND THEIR ATTORNEYS OF RECORD:

2 PLEASE TAKE NOTICE that, on October 2, 2013 at 10:00 a.m. or as soon
3 thereafter as the matter may be heard, in Department 310 of the above-entitled Court,
4 located at 600 S. Commonwealth Ave., Los Angeles, California 90005, defendants CF
5 Entertainment, Comics Unleashed Productions, Inc., Entertainment Studios, Inc. and
6 Byron Allen Folks (collectively, "Defendants") will and hereby do move the Court for an
7 Order: (1) compelling arbitration of all of plaintiff Bernadette Pauley's individual claims in
8 the above-captioned action; (2) dismissing all of the class claims; and (3) dismissing
9 Plaintiff's individual claims in their entirety or, in the alternative, staying these
10 proceedings as to Plaintiff's individual claims pending the completion of arbitration (the
11 "Motion").

12 The Motion is made on the ground that Plaintiff is required to submit all of her
13 individual claims to final and binding arbitration pursuant to the terms of the collective
14 bargaining agreement negotiated and entered into by Plaintiff's union and collective
15 bargaining representative, the American Federation of Television and Radio Artists
16 ("AFTRA"). Federal Arbitration Act ("FAA"), 9 U.S.C. § 1 *et seq.*; California Arbitration
17 Act ("CAA"), Cal. Code Civ. Proc. § 1281 *et seq.* The Motion is further made on the
18 ground that all of Plaintiff's class claims cannot be maintained because Defendants cannot
19 be compelled to arbitrate class claims, as such claims are not expressly provided for in the
20 collective bargaining agreement. *Kinecta Alt. Fin. Solutions, Inc. v. Super. Ct.*, 205 Cal.
21 App. 4th 506, 519 (2012) (citing *Stolt-Nielsen S.A. v. AnimalFeeds Int'l Corp.*, 559 U.S.
22 662, 130 S. Ct. 1758, 1776 (2010)). The Motion is further made on the ground that
23 Plaintiff's individual and class claims brought as her second through sixth causes of action
24 are barred by the applicable statutes of limitations.

25 ///

26 ///

27 ///

28 ///

1 The Motion is based on this Notice of Motion and Motion, the Memorandum of
2 Points and Authorities attached hereto, the Declaration of Barry Ilovitch and exhibits
3 thereto, the pleadings, papers and records on file in this action, and such further evidence,
4 argument, and authority as may be presented at the time of hearing on the Motion.

5
6 Dated: September 10, 2013

LOEB & LOEB LLP
IVY KAGAN BIERMAN
RAMON RAMIREZ

7
8
9 By 

Ivy Kagan Bierman
Attorneys for Defendants
CF ENTERTAINMENT, et al.

1 LOEB & LOEB LLP
2 IVY KAGAN BIERMAN (SBN 117750)
3 ibierman@loeb.com
4 RAMON RAMIREZ (SBN 280772)
5 rramirez@loeb.com
6 10100 Santa Monica Blvd., Suite 2200
7 Los Angeles, CA 90067
8 Telephone: 310.282.2000
9 Facsimile: 310.282.2200

6 Attorneys for Defendants
CF ENTERTAINMENT, et al.

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SUPERIOR COURT OF THE STATE OF CALIFORNIA
FOR THE COUNTY OF LOS ANGELES

11 BERNADETTE PAULEY, an individual,
12 on behalf of herself and all others similarly
13 situated,

13 Plaintiffs,

14 v.

15 CF ENTERTAINMENT, a California
16 corporation; COMICS UNLEASHED
17 PRODUCTIONS, INC., a California
18 corporation; ENTERTAINMENT
19 STUDIOS, INC., a California corporation;
20 BYRON ALLEN FOLKS, an individual;
21 and DOES 1 through 100, inclusive,

20 Defendants.

RECEIVED
SEP 10 2013

BY:-----

Case No.: BC498021

Assigned to Hon. Kenneth Freeman

Date: October 2, 2013
Time: 10:00 a.m.
Dept.: 310

CLASS ACTION

**[PROPOSED] ORDER GRANTING
DEFENDANTS' MOTION FOR
ORDER:**

**(1) COMPELLING ARBITRATION
OF PLAINTIFF'S INDIVIDUAL
CLAIMS;**

**(2) DISMISSING CLASS CLAIMS;
AND**

**(3) DISMISSING PLAINTIFF'S
INDIVIDUAL CLAIMS OR, IN THE
ALTERNATIVE, STAYING
PROCEEDINGS AS TO
PLAINTIFF'S INDIVIDUAL
CLAIMS**

1 Having considered Defendants' Notice of Motion and Motion for Order: (1)
2 Compelling Arbitration of Plaintiff's Individual Claims; (2) Dismissing Class Claims; and
3 (3) Dismissing Plaintiff's Individual Claims or, in the Alternative, Staying Proceedings as
4 to Plaintiff's Individual Claims; having considered the arguments of the parties; and good
5 cause having been shown;

6 **IT IS HEREBY ORDERED**, as follows:

7 (1) Plaintiff's claims are compelled to arbitration on an individual basis;

8 (2) Plaintiff's class claims are dismissed; and

9 (3) Plaintiff's individual claims are dismissed. [OR]

10 (3) Plaintiff's individual claims are stayed pending the completion of the arbitration.
11


12 Dated: _____, 2013

13 HON. KENNETH FREEMAN
14 Judge of the Superior Court
15 of the State of California
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1 LOEB & LOEB LLP
2 IVY KAGAN BIERMAN (SBN 117750)
3 ibierman@loeb.com
4 RAMON RAMIREZ (SBN 280772)
5 rramirez@loeb.com
10100 Santa Monica Blvd., Suite 2200
Los Angeles, CA 90067
Telephone: 310.282.2000
Facsimile: 310.282.2200

6 Attorneys for Defendants
7 CF ENTERTAINMENT, et al.

FILED
SUPERIOR COURT OF CALIFORNIA
COUNTY OF LOS ANGELES

SEP 10 2013
BY  Deputy

8
9 SUPERIOR COURT OF THE STATE OF CALIFORNIA
10 FOR THE COUNTY OF LOS ANGELES

11 BERNADETTE PAULEY, an individual,
12 on behalf of herself and all others similarly
13 situated,

14 Plaintiffs,

15 v.

16 CF ENTERTAINMENT, a California
17 corporation; COMICS UNLEASHED
18 PRODUCTIONS, INC., a California
19 corporation; ENTERTAINMENT
20 STUDIOS, INC., a California corporation;
21 BYRON ALLEN FOLKS, an individual;
22 and DOES 1 through 100, inclusive,

23 Defendants.

Case No.: BC498021

Assigned to Hon. Kenneth Freeman

CLASS ACTION

PROOF OF SERVICE

PROOF OF SERVICE

I, Martha Ortiz, the undersigned, declare that:

I am employed in the County of Los Angeles, State of California, over the age of 18, and not a party to this cause. My business address is 10100 Santa Monica Boulevard, Suite 2200, Los Angeles, CA 90067.

On September 10, 2013, I served a true copy of the following documents on the parties in this cause as follows:

1. DEFENDANTS' NOTICE OF MOTION AND MOTION FOR ORDER: (1) COMPELLING ARBITRATION OF PLAINTIFF'S INDIVIDUAL CLAIMS; (2) DISMISSING CLASS CLAIMS; AND (3) DISMISSING PLAINTIFF'S INDIVIDUAL CLAIMS OR, IN THE ALTERNATIVE, STAYING PROCEEDINGS AS TO PLAINTIFF'S INDIVIDUAL CLAIMS

2. DECLARATION OF BARRY ILOVITCH IN SUPPORT OF DEFENDANTS' MOTION FOR ORDER: (1) COMPELLING ARBITRATION OF PLAINTIFF'S INDIVIDUAL CLAIMS; (2) DISMISSING CLASS CLAIMS; AND (3) DISMISSING PLAINTIFF'S INDIVIDUAL CLAIMS OR, IN THE ALTERNATIVE, STAYING PROCEEDINGS AS TO PLAINTIFF'S INDIVIDUAL CLAIMS

3. [PROPOSED] ORDER GRANTING DEFENDANTS' MOTION FOR ORDER: (1) COMPELLING ARBITRATION OF PLAINTIFF'S INDIVIDUAL CLAIMS; (2) DISMISSING CLASS CLAIMS; AND (3) DISMISSING PLAINTIFF'S INDIVIDUAL CLAIMS OR, IN THE ALTERNATIVE, STAYING PROCEEDINGS AS TO PLAINTIFF'S INDIVIDUAL CLAIMS

[X] (VIA HAND DELIVERY) in a sealed envelope I caused each such document to be delivered by hand to the offices of each interested party as set forth below, or on the attached service list.

[X] (VIA CASE ANYWHERE) I caused a true and correct copy of the documents listed above to be electronically served on counsel of record by transmission to CASE ANYWHERE.

1 **Law Offices of Matthew J. Matern**
2 **Matthew J. Matern, Esq.**
3 **Tagore O. Subramaniam, Esq.**
4 **3655 Torrance Boulevard, Suite 315**
5 **Torrance, California 90503**
6 **Tel: (424) 247-1172**
7 **Fax: (424) 247-1173**
8 **Email: tagore.subramaniam@gmail.com**

Attorneys For Plaintiff:
Bernadette Pauley, on behalf of
herself and all others similarly
situated

9 I certify that I am employed in the office of a member of the bar of this court at
10 whose direction the service was made.

11 I am readily familiar with Loeb & Loeb LLP's practice for collecting and processing
12 correspondence for mailing with the United States Postal Service and Overnight Delivery
13 Service. That practice includes the deposit of all correspondence with the United States
14 Postal Service and/or Overnight Delivery Service the same day it is collected and
15 processed.

16 I declare under penalty of perjury under the laws of the State of California that the
17 foregoing is true and correct.

18 Executed on September 10, 2013, at Los Angeles, California.

19 
20 Martha Ortiz

ORIGINAL

NAME, ADDRESS, AND TELEPHONE NUMBER OF ATTORNEY OR PARTY WITHOUT ATTORNEY: Matthew J. Matern Law Offices of Matthew J. Matern 3655 Torrance Boulevard, Suite 315 Torrance, California 90503		STATE BAR NUMBER 159798	<p>Reserved for Clerk's File Stamp</p> <p>FILED</p> <p>Superior Court of California County of Los Angeles</p> <p>SEP 17 2013</p> <p>John A. Clarke, Executive Officer/ Clerk</p> <p>By <u>R. Arraiga</u>, Deputy</p> <p>R. ARRIGA</p>
ATTORNEY FOR (Name): Bernadette Pauley			
SUPERIOR COURT OF CALIFORNIA, COUNTY OF LOS ANGELES			
COURTHOUSE ADDRESS: CCW - 600 S. Commonwealth Avenue, Los Angeles, CA 90005			
PLAINTIFF: Bernadette Pauley			
DEFENDANT: CF Entertainment, et al.			
AMENDMENT TO COMPLAINT (Fictitious /Incorrect Name)		CASE NUMBER: BC498021	BY FAX

☒ FICTITIOUS NAME (No order required)

Upon the filing of the complaint, the plaintiff, being ignorant of the true name of the defendant and having designated the defendant in the complaint by the fictitious name of:

FICTITIOUS NAME
Doe 1

and having discovered the true name of the defendant to be:

TRUE NAME
SCREEN ACTORS GUILD - AMERICAN FEDERATION OF TELEVISION AND RADIO ARTISTS

amends the complaint by substituting the true name for the fictitious name wherever it appears in the complaint.

DATE 09/17/2013	TYPE OR PRINT NAME Matthew J. Matern	SIGNATURE OF ATTORNEY 
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☐ INCORRECT NAME (Order required)

The plaintiff, having designated a defendant in the complaint by the incorrect name of:

INCORRECT NAME

and having discovered the true name of the defendant to be:

TRUE NAME

amends the complaint by substituting the true name for the incorrect name wherever it appears in the complaint.

DATE	TYPE OR PRINT NAME	SIGNATURE OF ATTORNEY
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ORDER

THE COURT ORDERS the amendment approved and filed.

Dated _____

Judicial Officer _____

LACIV 105 (Rev. 01/07)
LASC Approved 03-04

AMENDMENT TO COMPLAINT
(Fictitious / Incorrect Name)

Code Civ. Proc., §§ 471.5,
472, 473, 474

PROOF OF SERVICE

I am employed in the County of Los Angeles, State of California. I am over the age of 18 years, and not a party to this action. My business address is 3655 Torrance Boulevard, Torrance, California 90503.

On September 17, 2013, I served the following document or documents:

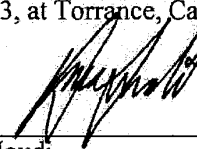
AMENDMENT TO COMPLAINT – (FICTITIOUS/INCORRECT NAME)

- ☒ **By e-mail or electronic transmission.** I caused the document or documents to be electronically transmitted to Case Anywhere, an electronic filing service provider, at www.caseanywhere.com pursuant to the Court's Electronic Case Management Order governing the matter entitled *Bernadette Pauley, et al. v. CF Entertainment, et al.* LASC Case No.: BC 498021 mandating electronic service. The transmission was reported as complete and without error to the addresses as stated on the attached service list.

Ivy Kagan Bierman, Esq.
Email: ibierman@loeb.com
Ramon Ramirez, Esq.
Email: rramirez@loeb.com
LOEB & LOEB LLP
10100 Santa Monica Boulevard, Suite 2200
Los Angeles, California 90067
Telephone: 310.282.2000
Facsimile: 310.282.2200

Attorney for Defendants CF
ENTERTAINMENT, COMICS
UNLEASHED PRODUCTIONS, INC.,
ENTERTAINMENT STUDIOS, INC. and
BYRON ALLEN FOLKS

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct. Executed on September 17, 2013, at Torrance, California.


Dana Joudi

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

ORNIACOPY

I. (a) PLAINTIFFS (Check box if you are representing yourself ☐)

Bernadette Pauley, an individual, on behalf of herself and all others similarly situated

DEFENDANTS (Check box if you are representing yourself ☐)

Screen Actors Guild-American Federation of Television and Radio Artists, et al.

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

Matthew J. Matern (424) 247-1172
Law Offices of Matthew J. Matern
3655 Torrance Boulevard, Suite 315
Torrance, CA 90503

(b) Attorneys (Firm Name, Address and Telephone Number. If you are representing yourself, provide same information.)

Ira Gottlieb (818) 973-3200
Bush Gottlieb Singer Lopez Kohanski Adelstein & Dickinson
500 N. Central Avenue, Suite 800
Glendale, CA 91203

II. BASIS OF JURISDICTION (Place an X in one box only.)

- ☐ 1. U.S. Government Plaintiff
- ☒ 3. Federal Question (U.S. Government Not a Party)
- ☐ 2. U.S. Government Defendant
- ☐ 4. Diversity (Indicate Citizenship of Parties in Item III)

III. CITIZENSHIP OF PRINCIPAL PARTIES-For Diversity Cases Only
(Place an X in one box for plaintiff and one for defendant)

- | | PTF | DEF | | PTF | DEF |
|---|----------------------------|----------------------------|---|----------------------------|----------------------------|
| Citizen of This State | <input type="checkbox"/> 1 | <input type="checkbox"/> 1 | Incorporated or Principal Place of Business in this State | <input type="checkbox"/> 4 | <input type="checkbox"/> 4 |
| Citizen of Another State | <input type="checkbox"/> 2 | <input type="checkbox"/> 2 | Incorporated and Principal Place of Business in Another State | <input type="checkbox"/> 5 | <input type="checkbox"/> 5 |
| Citizen or Subject of a Foreign Country | <input type="checkbox"/> 3 | <input type="checkbox"/> 3 | Foreign Nation | <input type="checkbox"/> 6 | <input type="checkbox"/> 6 |

IV. ORIGIN (Place an X in one box only.)

- ☐ 1. Original Proceeding
- ☒ 2. Removed from State Court
- ☐ 3. Remanded from Appellate Court
- ☐ 4. Reinstated or Reopened
- ☐ 5. Transferred from Another District (Specify)
- ☐ 6. Multi-District Litigation

V. REQUESTED IN COMPLAINT: JURY DEMAND: ☒ Yes ☐ No (Check "Yes" only if demanded in complaint.)CLASS ACTION under F.R.Cv.P. 23: ☒ Yes ☐ No ☐ MONEY DEMANDED IN COMPLAINT: \$

VI. CAUSE OF ACTION (Cite the U.S. Civil Statute under which you are filing and write a brief statement of cause. Do not cite jurisdictional statutes unless diversity.)

Breach of Duty Affair Representation

VII. NATURE OF SUIT (Place an X in one box only.)

OTHER STATUTES	CONTRACT	REAL PROPERTY CONT.	IMMIGRATION	PRISONER PETITIONS	PROPERTY RIGHTS
<input type="checkbox"/> 375 False Claims Act	<input type="checkbox"/> 110 Insurance	<input type="checkbox"/> 240 Torts to Land	<input type="checkbox"/> 462 Naturalization Application	Habeas Corpus:	<input type="checkbox"/> 820 Copyrights
<input type="checkbox"/> 400 State Reapportionment	<input type="checkbox"/> 120 Marine	<input type="checkbox"/> 245 Tort Product Liability	<input type="checkbox"/> 465 Other Immigration Actions	<input type="checkbox"/> 463 Alien Detainee	<input type="checkbox"/> 830 Patent
<input type="checkbox"/> 410 Antitrust	<input type="checkbox"/> 130 Miller Act	<input type="checkbox"/> 290 All Other Real Property	TORTS	<input type="checkbox"/> 510 Motions to Vacate Sentence	<input type="checkbox"/> 840 Trademark
<input type="checkbox"/> 430 Banks and Banking	<input type="checkbox"/> 140 Negotiable Instrument	PERSONAL PROPERTY	PERSONAL PROPERTY	<input type="checkbox"/> 530 General	SOCIAL SECURITY
<input type="checkbox"/> 450 Commerce/ICC Rates/Etc.	<input type="checkbox"/> 150 Recovery of Overpayment & Enforcement of Judgment	<input type="checkbox"/> 310 Airplane	<input type="checkbox"/> 370 Other Fraud	<input type="checkbox"/> 535 Death Penalty	<input type="checkbox"/> 861 HIA (1395ff)
<input type="checkbox"/> 460 Deportation	<input type="checkbox"/> 151 Medicare Act	<input type="checkbox"/> 315 Airplane Product Liability	<input type="checkbox"/> 371 Truth In Lending	Other:	<input type="checkbox"/> 862 Black Lung (923)
<input type="checkbox"/> 470 Racketeer Influenced & Corrupt Org.	<input type="checkbox"/> 152 Recovery of Defaulted Student Loan (Excl. Vet.)	<input type="checkbox"/> 320 Assault, Libel & Slander	<input type="checkbox"/> 380 Other Personal Property Damage	<input type="checkbox"/> 540 Mandamus/Other	<input type="checkbox"/> 863 DIWC/DIWW (405 (g))
<input type="checkbox"/> 480 Consumer Credit	<input type="checkbox"/> 153 Recovery of Overpayment of Vet. Benefits	<input type="checkbox"/> 330 Fed. Employers' Liability	<input type="checkbox"/> 385 Property Damage Product Liability	<input type="checkbox"/> 550 Civil Rights	<input type="checkbox"/> 864 SSID Title XVI
<input type="checkbox"/> 490 Cable/Sat TV	<input type="checkbox"/> 160 Stockholders' Suits	<input type="checkbox"/> 340 Marine	BANKRUPTCY	<input type="checkbox"/> 555 Prison Condition	<input type="checkbox"/> 865 RSI (405 (g))
<input type="checkbox"/> 850 Securities/Commodities/Exchange	<input type="checkbox"/> 190 Other Contract	<input type="checkbox"/> 345 Marine Product Liability	<input type="checkbox"/> 422 Appeal 28 USC 158	<input type="checkbox"/> 560 Civil Detainee Conditions of Confinement	FEDERAL TAX SUITS
<input type="checkbox"/> 890 Other Statutory Actions	<input type="checkbox"/> 195 Contract Product Liability	<input type="checkbox"/> 350 Motor Vehicle	<input type="checkbox"/> 423 Withdrawal 28 USC 157	FORFEITURE/PENALTY	<input type="checkbox"/> 870 Taxes (U.S. Plaintiff or Defendant)
<input type="checkbox"/> 891 Agricultural Acts	<input type="checkbox"/> 196 Franchise	<input type="checkbox"/> 355 Motor Vehicle Product Liability	CIVIL RIGHTS	<input type="checkbox"/> 625 Drug Related Seizure of Property 21 USC 881	<input type="checkbox"/> 871 IRS-Third Party 26 USC 7609
<input type="checkbox"/> 893 Environmental Matters	REAL PROPERTY	<input type="checkbox"/> 360 Other Personal Injury	<input type="checkbox"/> 440 Other Civil Rights	<input type="checkbox"/> 690 Other	
<input type="checkbox"/> 895 Freedom of Info. Act	<input type="checkbox"/> 210 Land Condemnation	<input type="checkbox"/> 362 Personal Injury-Med Malpractice	<input type="checkbox"/> 441 Voting	LABOR	
<input type="checkbox"/> 896 Arbitration	<input type="checkbox"/> 220 Foreclosure	<input type="checkbox"/> 365 Personal Injury-Product Liability	<input type="checkbox"/> 442 Employment	<input type="checkbox"/> 710 Fair Labor Standards Act	
<input type="checkbox"/> 899 Admin. Procedures Act/Review of Appeal of Agency Decision	<input type="checkbox"/> 230 Rent Lease & Ejectment	<input type="checkbox"/> 367 Health Care/Pharmaceutical Personal Injury Product Liability	<input type="checkbox"/> 443 Housing/Accommodations	<input type="checkbox"/> 720 Labor/Mgmt. Relations	
<input type="checkbox"/> 950 Constitutionality of State Statutes		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 445 American with Disabilities-Employment	<input type="checkbox"/> 740 Railway Labor Act	
		<input type="checkbox"/> 368 Asbestos Personal Injury Product Liability	<input type="checkbox"/> 446 American with Disabilities-Other	<input type="checkbox"/> 751 Family and Medical Leave Act	
			<input type="checkbox"/> 448 Education	<input checked="" type="checkbox"/> 790 Other Labor Litigation	
				<input type="checkbox"/> 791 Employee Ret. Inc. Security Act	

FOR OFFICE USE ONLY:

Case Number:

CV13-08012

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA
CIVIL COVER SHEET

VIII. VENUE: Your answers to the questions below will determine the division of the Court to which this case will most likely be initially assigned. This initial assignment is subject to change, in accordance with the Court's General Orders, upon review by the Court of your Complaint or Notice of Removal.

Question A: Was this case removed from state court? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No If "no," go to Question B. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	STATE CASE WAS PENDING IN THE COUNTY OF:		INITIAL DIVISION IN CACD IS:
	<input checked="" type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino		Eastern

Question B: Is the United States, or one of its agencies or employees, a party to this action? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If "no," go to Question C. If "yes," check the box to the right that applies, enter the corresponding division in response to Question D, below, and skip to Section IX.	If the United States, or one of its agencies or employees, is a party, is it:		INITIAL DIVISION IN CACD IS:	
	A PLAINTIFF?	A DEFENDANT?		
	Then check the box below for the county in which the majority of DEFENDANTS reside:	Then check the box below for the county in which the majority of PLAINTIFFS reside:		
	<input type="checkbox"/> Los Angeles	<input type="checkbox"/> Los Angeles		Western
	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo	<input type="checkbox"/> Ventura, Santa Barbara, or San Luis Obispo		Western
	<input type="checkbox"/> Orange	<input type="checkbox"/> Orange		Southern
	<input type="checkbox"/> Riverside or San Bernardino	<input type="checkbox"/> Riverside or San Bernardino		Eastern
<input type="checkbox"/> Other	<input type="checkbox"/> Other	Western		

Question C: Location of plaintiffs, defendants, and claims?	A. Los Angeles County	B. Ventura, Santa Barbara, or San Luis Obispo Counties	C. Orange County	D. Riverside or San Bernardino Counties	E. Outside the Central District of California	F. Other
Indicate the location in which a majority of plaintiffs reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of defendants reside:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Indicate the location in which a majority of claims arose:	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

C.1. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column C <input type="checkbox"/> only 1 answer in Column C and no answers in Column D Your case will initially be assigned to the SOUTHERN DIVISION. Enter "Southern" in response to Question D, below. If none applies, answer question C2 to the right. →	C.2. Is either of the following true? If so, check the one that applies: <input type="checkbox"/> 2 or more answers in Column D <input type="checkbox"/> only 1 answer in Column D and no answers in Column C Your case will initially be assigned to the EASTERN DIVISION. Enter "Eastern" in response to Question D, below. If none applies, go to the box below. ↓
Your case will initially be assigned to the WESTERN DIVISION. Enter "Western" in response to Question D below.	

Question D: Initial Division?	INITIAL DIVISION IN CACD
Enter the Initial division determined by Question A, B, or C above: →	Western

UNITED STATES DISTRICT COURT, CENTRAL DISTRICT OF CALIFORNIA

CIVIL COVER SHEET

IX(a). IDENTICAL CASES: Has this action been previously filed in this court and dismissed, remanded or closed? ☒ NO ☐ YES

If yes, list case number(s): _____

IX(b). RELATED CASES: Have any cases been previously filed in this court that are related to the present case? ☒ NO ☐ YES

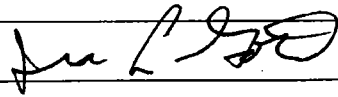
If yes, list case number(s): _____

Civil cases are deemed related if a previously filed case and the present case:

- (Check all boxes that apply) ☐ A. Arise from the same or closely related transactions, happenings, or events; or
- ☐ B. Call for determination of the same or substantially related or similar questions of law and fact; or
- ☐ C. For other reasons would entail substantial duplication of labor if heard by different judges; or
- ☐ D. Involve the same patent, trademark or copyright, and one of the factors identified above in a, b or c also is present.

X. SIGNATURE OF ATTORNEY

(OR SELF-REPRESENTED LITIGANT):



DATE: October 29, 2013

Notice to Counsel/Parties: The CV-71 (JS-44) Civil Cover Sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law. This form, approved by the Judicial Conference of the United States in September 1974, is required pursuant to Local Rule 3-1 is not filed but is used by the Clerk of the Court for the purpose of statistics, venue and initiating the civil docket sheet. (For more detailed instructions, see separate instructions sheet).

Key to Statistical codes relating to Social Security Cases:

Nature of Suit Code	Abbreviation	Substantive Statement of Cause of Action
861	HIA	All claims for health insurance benefits (Medicare) under Title 18, Part A, of the Social Security Act, as amended. Also, include claims by hospitals, skilled nursing facilities, etc., for certification as providers of services under the program. (42 U.S.C. 1935FF(b))
862	BL	All claims for "Black Lung" benefits under Title 4, Part B, of the Federal Coal Mine Health and Safety Act of 1969. (30 U.S.C. 923)
863	DIWC	All claims filed by insured workers for disability insurance benefits under Title 2 of the Social Security Act, as amended; plus all claims filed for child's insurance benefits based on disability. (42 U.S.C. 405 (g))
863	DIWW	All claims filed for widows or widowers insurance benefits based on disability under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))
864	SSID	All claims for supplemental security income payments based upon disability filed under Title 16 of the Social Security Act, as amended.
865	RSI	All claims for retirement (old age) and survivors benefits under Title 2 of the Social Security Act, as amended. (42 U.S.C. 405 (g))